Aberdeen School District #5

ABERDEEN SCHOOL DISTRICT CAPITOL PROJECTS 2026

Bid Review Set – Specifications Divisions 0-28

April 7 2026

TCF Architecture

PROJECT MANUAL

SPECIFICATIONS

FOR

Capitol Projects 2026

Aberdeen School District

The undersigned Architect of Record hereby certifies that the Technical Specifications (Divisions 02-14, except where indicated as prepared by other design professionals of record,) in this Submittal, for the Port of Tacoma / Tacoma Public Schools Maritime Center were written by me, or under my direct supervision, and that I am duly registered under the laws of the State of Washington and hereby affix my Professional Seal and signature.



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DOCUMENT 00 01 03 - PROJECT DIRECTORY

PROJECT LOCATION	Aberdeen High School 410 North G Street Aberdeen, WA 98520
OWNER	Aberdeen School District #5 216 North G Street Aberdeen, WA 98520
OWNER'S PROJECT MANAGER	ESD 112 | Construction Services Group 2500 NE 65th Avenue Vancouver, WA 98661 Contact: Andrew Twyman, Associate Director of Design & Construction Administration Management Email: andrew.twyman@esd112.org Contact Manual (Manny) Salvidar-Aguirre, Const. Project Manager Email: manual.salvidar-aguirre@esp112.org Contact: Drew Pearson, OSPI, BCA Email: drew.pearson@esd112.org
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Email: donaldl@metrixeng.com

END OF DOCUMENT 00 01 03

INSTRUCTIONS TO BIDDERS

1.01 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. The "**Owner**" is the Aberdeen School District No. 5.

L. To be considered "**Responsible**" or meet "**Responsibility**" requirements, a Bidder must meet the following supplemental criteria applicable to this Project to the satisfaction of the Architect and the Aberdeen 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 of equal or greater size, scope and value 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.

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

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

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

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

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

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

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

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

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

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

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

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

1.03 BIDDING DOCUMENTS

A. COPIES

1. **Deposit.** Bidders may obtain complete sets of the Bidding Documents from the issuing office and other locations designated in the Advertisement or Invitation to Bid in the number and for the deposit amount, if any, stated. The deposit (if any) will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost of replacement of any missing or damaged documents will be deducted from the deposit. A Bidder awarded a Contract may retain the Bidding Documents, and its deposit will be refunded.

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

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

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

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

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

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

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

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

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

C. SUBSTITUTIONS

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

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

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

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

D. ADDENDA

1. **Written.** All Addenda will be written. They will be mailed, emailed, faxed delivered, and/or posted electronically with notice to those the Architect knows to have received a complete set of Bidding Documents.

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

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. **Form.** Bids (including any required attachments) shall be submitted on forms identical to the form included with the Bidding Documents. Bids on different forms may be rejected. Oral, email, or telephonic responses or modifications will not be considered to be Bids.

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

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

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

5. **Alternates and Unit Prices.** All requested Alternates and unit prices should be bid. The Aberdeen 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 Aberdeen 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 Aberdeen School District, the Bid form includes a requirement that certain Subcontractors be listed, and the list must be submitted to the Aberdeen School District as described in the bidding documents. In these circumstances, the Bidder must name the Subcontractor with whom the Bidder, if awarded the Contract, will subcontract ***directly*** (i.e., not lower-tier Subcontractors) for performance of the work of:

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

(b) plumbing as described in RCW 18.106,

(c) electrical work as described in RCW 19.28,

(d) structural steel installation,

(e) rebar installation, and

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

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

PROOF OF LICENSING: Proof of licensing shall be provided at the time the listing of the particular subcontractor is required per the above. Errors identified by the School District in the proof of license information must be corrected by the Bidder within forty-eight hours of submission.

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 and provide proof of licensing. Errors identified by the School District in the proof of license information must be corrected by the Bidder within forty-eight hours of submission.

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

MULTIPLE ENTRIES: The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Subcontractor varies with an Alternate Bid, in which case the Bidder shall identify the Subcontractor to be used for the Alternate and the affected portion of the Work

and otherwise make its Bid clear as to which subcontractor shall be utilized depending upon the selection of alternates.

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

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

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

4. **Replacement.** If a listed Subcontractor is unable to comply with any bondability, qualification, or other requirements of the Contract or Bidding Documents (including without limitation a finding of Subcontractor non-Responsibility), the Aberdeen School District may require the Bidder to replace the Subcontractor with a Subcontractor acceptable to the Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen School District.

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

3. **Retaining Bid Security.** The Aberdeen 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 Aberdeen School District will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited Bid securities will be returned.

D. SUBMISSION OF BIDS

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

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

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

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

E. MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

F. NOTICE

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

1.05 CONSIDERATION OF BIDS

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

B. REJECTION OF BIDS: The Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen School District's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility; the rejection of a Bid; the award of the Contract; or any other aspect arising from or relating in any way to the bidding or award or lack thereof, shall cause a written protest to be filed with the Aberdeen 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:

Lynn Green and Traci Sandstrom, Co-Superintendent
Aberdeen School District No. 5
216 North G Street
Aberdeen, Washington 98520

2. **Consideration.** Upon receipt of the written protest, the Aberdeen School District will consider the protest. The Aberdeen School District may, within three (3) business days of the Aberdeen 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 Aberdeen School District, the Superintendent of the Aberdeen School District or the Superintendent's designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of

the Aberdeen School District's receipt of the protest. (If more than one (1) protest is filed, the Aberdeen School District's decision will be provided within six (6) business days of the Aberdeen School District's receipt of the last protest.) If no reply is received from the Aberdeen School District during the six (6) business-day period, the protest shall be deemed rejected.

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

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

1.06 POST BID INFORMATION

A. INFORMATION FROM APPARENT LOW BIDDER

1. **Submittal.** Within twenty-four (24) hours of the Architect's request, the apparent low Bidder and any other Bidders so requested shall submit the following to the Architect and the Aberdeen School District:

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

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

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

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

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

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

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

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

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

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

2. **Responsibility.** The Bidder will be required to establish to the satisfaction of the Architect and the Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen School District and the Bidder, or other parties.

- A determination of this nature will be made if the Aberdeen 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 Aberdeen 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 Aberdeen School District is satisfied after review of the Bidder's prior experience, that the Bidder has failed to satisfy its obligations under past contracts and the Aberdeen School District cannot safely assume satisfactory performance of the Contract by the Bidder.
- In reaching its determination, the Aberdeen School District may consider statements of other parties to the prior unperformed contracts, as well as the representations of the Bidder on its Contractor's Qualification Statement.

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

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

4. **Request to Modify Criteria**. No later than ten (10) days prior to the Bid Date, a potential Bidder may request in writing that the Aberdeen School District modify the Responsibility criteria listed in clause (2) above or elsewhere in the Contract Documents or the Bidding Documents. The Aberdeen 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 Aberdeen School District will issue an Addendum identifying the new criteria.

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

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

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

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

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

1.07 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. BOND REQUIREMENTS: Within twenty-four (24) hours after the issuance of the Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen School District shall not, however, be responsible for any costs for any Subcontractor bonds unless the Aberdeen 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 Aberdeen 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 Aberdeen 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 Aberdeen 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 that person's Power of Attorney.

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. FORM TO BE USED: The Agreement for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental or Special Conditions, and the other Contract Documents included with the Project Manual. In the event no form is enclosed, an AIA Document A101-2017, "Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum," along with the General Conditions (AIA Document A201-2017), as both are revised, modified and supplemented by the Aberdeen School District, will be used. All references in these Instructions to Bidders to the A101 or the A201 refer to the documents as revised by the Aberdeen School District.

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

1.09 CONTRACT DOCUMENTS

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

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

B. CONTRACT TIME: The Contract Documents specify the Contract Time. Timely completion of this Project is essential to the Aberdeen 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 Aberdeen School District is under no obligation to consider Claims that fail, in any respect, to meet these requirements.

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

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

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

H. COMMISSIONING OF OPERATIONAL SYSTEMS: Certain systems may be designated in the Contract Documents as "Operational Systems." If so, prior to the Date of Substantial Completion the Operational Systems must be up and running, ready for normal operation, and subject to a pre-commissioning inspection.

I. TAXES. The Contractor shall include in its Bid and pay for all applicable taxes except Washington State Sales Tax and Local Sales Tax on the Contract Sum, which shall be excluded in the preparation of its Bid. Such State and Local Sales Taxes shall be added to the Contract Sum, paid by the Aberdeen 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 (if any) provided on the Bid form the dollar amount the Bidder has included in its Base Bid for any trench safety provisions for trenching that will exceed a depth of four feet. If trench excavation safety provisions do not pertain to the Project, the Bidder should enter "N.A." or "Not Applicable" in the blank (if any) on the Bid form.

END OF SECTION

SECTION 00 31 00 INFORMATION AVAILABLE TO BIDDERS

This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents. Each bidder must be fully familiar with the following documents which have been prepared for this project by separate consultants:

COORDINATION OF AVAILABLE INFORMATION WITH PROJECT

A. In preparing their bid, each Bidder is to consider and evaluate the available information for the above referenced project in relation to the Drawings and Project Manual prepared for this project. Site verification of the project site is required of all bidders prior to bidding this project.

END OF SECTION 00 31 00

SECTION 00 31 00 INFORMATION AVAILABLE TO BIDDERS

1.1 INTENT

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents. Each bidder must be fully familiar with the following documents which have been prepared for this project by separate consultants:

1.2 COORDINATION OF AVAILABLE INFORMATION WITH PROJECT

A. In preparing their bid, each Bidder is to consider and evaluate the available information for the above referenced project in relation to the Drawings and Project Manual prepared for this project. Site verification of the project site is required of all bidders prior to bidding this project.

END OF SECTION 00 31 00

SECTION 00 31 00 INFORMATION AVAILABLE TO BIDDERS

This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents. Each bidder must be fully familiar with the following documents which have been prepared for this project by separate consultants:

COORDINATION OF AVAILABLE INFORMATION WITH PROJECT

A. In preparing their bid, each Bidder is to consider and evaluate the available information for the above referenced project in relation to the Drawings and Project Manual prepared for this project. Site verification of the project site is required of all bidders prior to bidding this project.

END OF SECTION 00 31 00

SECTION 004113 - BID FORM, PART A

PART A - BID PROPOSAL

BASE BID PRICES

Note: This document is Part A of a three-part submittal (plus associated attachments). Refer to Instructions to Bidders for bid submittal procedures.

PROJECT: **Aberdeen School District Capital Projects 2026**
BID DATE: May 6, 2026
TIME: 2:00 PM (Pacific Daylight Saving Time)

PLACE/TO: Aberdeen School District Office
216 N G Street
Aberdeen, WA 98520

Ladies & Gentlemen:

The Undersigned Bidder declares that the only persons or parties interested in this bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official or representative of the Owner, and that the Bid is made without any connection or collusion with any person submitting or considering the submission of another Bid on this Contract.

The Bidder further agrees that it has exercised its own judgment regarding the interpretation of information and has utilized all data which it believes pertinent from the Architect, Owner, and other sources in arriving at its conclusions. The Bidder further declares that it has carefully examined the Contract Documents for the **Aberdeen School District Capital Projects 2026**, that it has personally inspected the site(s) and existing building(s), that it has satisfied itself as to the quantities involved, including materials and equipment, and conditions of work and the fact that the description of the quantities of work and materials herein is brief and is intended only to indicate the general nature of the Work contained in the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which are hereby made a part of this Bid.

The Undersigned Bidder states that it has the ability and means to complete the Work in a timely manner and proposes to furnish all labor, materials, machinery, tools, and other means of construction, and to perform all work required by and in strict accordance with the Contract Documents for the following sums:

DO NOT INCLUDE SALES TAX IN ANY OF THESE PRICES.

1.1 BASE BID:

AMOUNTS BID INCLUDE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED IN THE BIDDING AND CONTRACT DOCUMENTS.

A. COSMOPOLIS ELEMENTARY SCHOOL SEISMIC RETROFIT - THE SUM OF: $_____

List Base Bid Total both in words and figures in the space provided below:

_____

_____ DOLLARS _____ *($)*

1.2 TRENCH EXCAVATION SAFETY COSTS:

Included in the above Base Bid is an amount for Trench Excavation Safety for any trenching exceeding a depth of four feet. In accordance with Chapter 39.04 RCW and WAC 296-155-850, all costs for adequate trench safety systems are required to be identified in this Bid. The Bidder certifies that the following amount is included in the Base Bid for Trench Excavation Safety Provisions. If no amount is entered, the Owner will presume that the Bidder represents that there are no Trench Excavation Safety costs for this Project.

Trench Safety System Costs Included are
$_____

1.3 SALES TAX: None of the above bid prices include State or Local Sales Tax. Sales tax will be added to payment invoices.

1.4 TIME OF COMPLETION

The work of the Contact shall commence on the issue date of Owner's written Notice of Intent to Award Contract, and shall reach Substantial Completion, all as required in the Owner / Contractor Agreement included in Division 0 Section "Standard Form of Agreement Between Owner and Contractor (where the basis of payment is a Stipulated Sum)", and as required in Division 1 Section "Summary."

1.5 CONTRACT, BONDS & INSURANCE

Should the Undersigned be notified of the acceptance of this bid within 60 days after the time set for opening bids, the Undersigned agrees to execute a Contract for the above Work, for a compensation computed from the above sums, and to furnish performance, payment and maintenance bonds and insurance certificates as required by the Contract Documents.

1.6 BID GUARANTEE

The Undersigned further agrees that the bid bond accompanying this Bid shall be left in escrow with the Owner, that its amount or penal sum is the measure of damages which the Owner will sustain by the failure of the Undersigned to execute the Contract and submit proper bonds and other documents required; and that if the Undersigned fails to deliver the said documents within 10 days after issue date of Owner's written Notice of Intent to Award Contract to the Undersigned, then the check shall become the property of the Owner or the bid bond

shall remain in full effect. But if the Bid or designated portion thereof is not accepted within 60 days after the date of opening bids, or if the Undersigned delivers said executed Contract and bonds and the other required documents, then the check shall be returned to the Undersigned or the bid bond shall become void.

1.7 PRODUCTS & INSTALLATION PROCEDURES

The Undersigned has thoroughly familiarized itself with all specified products and installation procedures and included in this Project and the submittal of this Bid constitutes acceptance of products and procedures specified.

1.8 SUBCONTRACTORS LIST: See Part B & Part C - Bid Proposal

1.9 ADDENDA

Receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No.	Date		Addendum No.	Date
Addendum No.	Date		Addendum No.	Date
Addendum No.	Date		Addendum No.	Date

1.10 PREVAILING WAGE RATES

The Contractor stipulates and agrees that he has reviewed the applicable prevailing wage rate schedule has contacted the State to verify current rates and has made appropriate provision in the submitted Bid for payment of these prevailing wage rates.

1.11 APPRENTICESHIP REQUIREMENTS:

The apprenticeship labor hours required for this project are 15% of the total of the labor hours. The undersigned agrees to utilize this level of apprentice participation.

1.12 LIQUIDATED DAMAGES

The Contractor stipulates and agrees that it has reviewed the liquidated damages figures stipulated in Division 0, Section “Standard Form of Agreement Between Owner and Contractor,” and believes they are reasonable and reflect as accurately as possible actual damages to, respectively, the Owner and Contractor, and are not a penalty.

1.13 REQUIRED ATTACHMENTS WITH BID FORM:

Bid Bond or Guarantee

1.14 CONTRACTOR SIGNATURE AND INFORMATION

_____

Name of Firm

By (Signature)		Title
Address		
City	State	Zip
Telephone		Fax No.
Email Address		
State of Washington Contractor's License No.		

END OF SECTION 004113, PART A

SECTION 004113 - BID FORM, PART B

PART B - BID PROPOSAL

ALTERNATE BIDS & SUBCONTRACTORS

Note: This document is Part B of a three-part submittal (plus associated attachments). Refer to Instructions to Bidders for bid submittal procedures.

PROJECT: **Aberdeen School District Capital Projects 2026**
BID DATE: May 6, 2026
TIME: 2:00 PM (Pacific Daylight Saving Time)

PLACE/TO: Aberdeen School District Office
216 N G Street
Aberdeen, WA 98520

1.1 GENERAL: This document is a supplement to the Bid Form Part 'A,' and shall be submitted at the same time as Part 'A'. All provisions as stipulated in Part 'A' also apply to this document.

1.2 SUBCONTRACTORS LIST

If awarded the Contract for the Work, the undersigned Bidder will subcontract directly with the Subcontractors listed below for performance of the categories of the Work designated. The bidder must list itself if it intends to perform a category of the Work itself. The bidder shall not list more than one subcontractor for each category of work identified below. If subcontractors vary with bid alternates, the bidder must so-indicate in 1.5 below. The subcontractor list shall be submitted as required by the Instructions to Bidders. These subcontractors may not be changed unless approved by the Owner pursuant to the Contract Documents.

CATEGORY OF WORK	SUBCONTRACTOR OR "SELF"
Heating, Ventilating and Air Conditioning (HVAC)	
Plumbing work as described in RCW 18.106	
Electrical work as described in RCW 19.28	

1.3 CONTRACTOR SIGNATURE AND INFORMATION

Name of Firm _____

By (Signature) _____ Title _____

Address _____

Zip _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

State of Washington Contractor's License No.: _____

END OF SECTION 004113, PART B

SECTION 004113 - BID FORM, PART C

PART C - BID PROPOSAL

STRUCTURAL STEEL AND REBAR SUBCONTRACTORS

Note: This document is Part C of a three-part submittal (plus associated attachments). Refer to Instructions to Bidders for bid submittal procedures.

PROJECT: **Aberdeen School District Capital Projects 2026**
BID DATE: May 6, 2026
TIME: 2:00 PM (Pacific Daylight Saving Time) (At bidder's option Part 'C' can be delivered with Parts A & B. If bidder chooses, they may hand deliver Part 'C' within 48 hours after bid, on or by 2:00 PM May 8, 2026. It shall be delivered in person. Email delivery is not allowed.)

PLACE/TO: Aberdeen School District Office
216 N G Street
Aberdeen, WA 98520

1.1 GENERAL: This document is a supplement to the Bid Form Part 'A,' and Bid Form Part 'B'. It shall be submitted prior to the day and time deadline noted above. All provisions as stipulated in Part 'A' and Part 'B' also apply to this document.

1.2 SUBCONTRACTORS LIST

If awarded the Contract for the Work, the undersigned Bidder will subcontract directly with the Subcontractors listed below for performance of the categories of the Work designated. The bidder must list itself if it intends to perform a category of the Work itself. The bidder shall not list more than one subcontractor for each category of work identified below. If subcontractors vary with bid alternates, the bidder must so indicate in 1.3 below. The subcontractor list shall be submitted as required by the Instructions to Bidders. These subcontractors may not be changed unless approved by the Owner pursuant to the Contract Documents.

CATEGORY OF WORK	SUBCONTRACTOR OR "SELF"
Structural Steel Installation	
Rebar Installation	

1.3 CONTRACTOR SIGNATURE AND INFORMATION

Name of Firm _____

By (Signature) _____ Title _____

Address _____

Zip _____

Telephone No.: Fax No.:

Email Address:

State of Washington Contractor's License
No.

END OF SECTION 004113, PART C

00 52 13 - A101
OWNER & CONTRACTOR AGREEMENT
cover sheet

May be issued via amendment to the Contract Documents

AIA® Document A101® – 2017

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

AGREEMENT made as of the ____ day of _____ in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Aberdeen School District No. 5
216 North G Street
Aberdeen, Washington 98520

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

_____
_____
_____

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

Aberdeen School District Capital Projects 2026
410 North G Street
Aberdeen, Washington 98520

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

TCF Architecture, PLLC
124 North I Street
Tacoma, Washington 98403

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

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

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

N/A

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work as provided in the notice to proceed.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[X] By the following date: August 14, 2026.

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

Portion of Work	Substantial Completion Date
As described in the Specifications and Contract Documents	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. The Contractor shall achieve Final Completion as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

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

§ 4.1.1 The Contract Sum is not subject to adjustment in the event escalation, inflation, tariffs, or supply chain challenges increase the cost of performance of the Work.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
As allowed under the bidding documents or Contract Documents	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum; these descriptions are summary in nature, and the scope of this work is further described in the Contract Documents:
(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.4 Unit prices, if any; these descriptions are summary in nature, and the scope of this work is further described in the Contract Documents:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A	N/A	N/A

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

Any delay to the Project could have substantial impact upon and cause significant damages to the Owner. The Owner will assess, and the Contractor will be responsible for, liquidated damages in the amount of $500 per day for each calendar day beyond the Contract Time that Substantial Completion is not timely achieved.

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The Contractor and Owner agree that the liquidated damages amounts are not penalties and are reasonable estimations of actual damages to the Owner, as of this date of Agreement, based on the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in the construction of school district facilities.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

See the Contract Documents.

§ 5.1.3 The Owner shall make payment of the amount certified to the Contractor as provided in the Contract Documents.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in writing and in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines and the Owner agrees, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or for which the Owner or Architect may nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Statutory retainage of five percent (5%) shall be withheld from all payments, unless the Contractor submits and the Owner accepts a retainage bond pursuant to RCW 60.28.011(6).

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Per statute and the Contract Documents.

§ 5.1.7.3 Upon obtaining Substantial Completion of the Work, the Contractor may submit an Application for Payment sufficient to increase the total payments to ninety-seven percent (97%) of the Contract Sum (see Section 9.2.5 of the A201 regarding the final three percent (3%) of the Contract Sum to be paid after Substantial Completion), less such amounts as the Architect shall determine for incomplete Work in excess of the amount allocated under Section 9.2.5 of the A201 and any other amounts as specified in the Contract Documents. The Application for Payment submitted at Substantial Completion shall not include a request for payment of retainage.
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect; and

.3 Final Acceptance by the Owner's Board of Directors has occurred.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than sixty days after completion of all requirements for Final Acceptance listed in the A201-2017 General Conditions.

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

§ 5.3 Interest

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

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Payments due and unpaid under the Contract Documents shall bear interest at the Bank of America prime plus two percent per annum, unless a different rate is required by RCW 39.76.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

There is no "Initial Decision Maker" for this Project.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in Superior Court in Grays Harbor County, Washington

[ ] Other *(Specify)*

N/A

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in Superior Court in the County in which the Project is located.

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Lynn Green and Traci Sandstrom, Co-Superintendents
Aberdeen School District No. 5
216 North G Street
Aberdeen, Washington 98520
Telephone: (360) 538-2000
lgreen@asd5.org
tsandstrom@asd5.org

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

Construction Services Group, ESD 112
Attn: Manuel Saldivar-Aguirre
2500 NE 65th Avenue
Vancouver, Washington 98661
817.371.5531
manuel.saldivar-aguirre@esd112.org

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

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the A201 General Conditions and as described elsewhere in the Contract Documents. AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, is not used and is not a part of the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the A201 General Conditions and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format may be given as set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Per the Contract Documents.

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as revised

.2 [Not used.]

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction as revised by the Owner. All references to the A201 or to the General Conditions are to the revised document.

.4 [Not used.]
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.5 Drawings

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Number	Title	Date
See the Index of Drawings in the Project Manual dated .		

.6 Specifications

Section	Title	Date	Pages
See the Table of Specifications in the Project Manual dated .			

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See the Project Manual dated			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Department of Labor and Industries Prevailing Wage Rates.

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

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

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Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:38:32 on 04/07/2026.

PAGE 1

AGREEMENT made as of the ____day of _____in the year Two Thousand Twenty-Six

...

Aberdeen School District No. 5
216 North G Street
Aberdeen, Washington 98520

...

_____
_____
_____

...

Aberdeen School District Capital Projects 2026
410 North G Street
Aberdeen, Washington 98520

...

TCF Architecture, PLLC
124 North 1 Street
Tacoma, Washington 98403

PAGE 2

9 ENUMERATION OF CONTRACT DOCUMENTS

~~**EXHIBIT A – INSURANCE AND BONDS**~~

...

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

...

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

...

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

...

N/A

...

§ 3.2 The Contract Time shall be measured from the date of commencement of the ~~Work.~~Work as provided in the notice to proceed.

[X] By the following date: August 14, 2026.

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

...

As described in the Specifications and Contract Documents N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. The Contractor shall achieve Final Completion as provided in the Contract Documents.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($ —),~~ Dollars ($), plus Washington State and local sales tax on the Contract Sum, subject to additions and deductions as provided in the Contract Documents.

§ 4.1.1 The Contract Sum is not subject to adjustment in the event escalation, inflation, tariffs, or supply chain challenges increase the cost of performance of the Work.

...

N/A N/A

...

As allowed under the bidding documents or Contract Documents N/A N/A

§ 4.3 Allowances, if any, included in the Contract ~~Sum.~~Sum; these descriptions are summary in nature, and the scope of this work is further described in the Contract Documents:

...

N/A N/A

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

...

N/A	N/A	N/A

...

Any delay to the Project could have substantial impact upon and cause significant damages to the Owner. The Owner will assess, and the Contractor will be responsible for, liquidated damages in the amount of $500 per day for each calendar day beyond the Contract Time that Substantial Completion is not timely achieved.

The Contractor and Owner agree that the liquidated damages amounts are not penalties and are reasonable estimations of actual damages to the Owner, as of this date of Agreement, based on the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in the construction of school district facilities.

PAGE 4

N/A

...

See the Contract Documents.

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the day of a month, the~~ The Owner shall make payment of the amount certified to the Contractor ~~not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.~~as provided in the Contract Documents.

...

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

...

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in writing and in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect ~~determines,~~ determines and the Owner agrees, in the Architect's professional judgment, to be reasonably justified.

...

.2 The amount, if any, for Work that remains uncorrected and for which the Owner or Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Owner or Architect may withhold payment, or for which the Owner or Architect may nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

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Statutory retainage of five percent (5%) shall be withheld from all payments, unless the Contractor submits and the Owner accepts a retainage bond pursuant to RCW 60.28.011(6).

...

N/A

...

Per statute and the Contract Documents.

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon~~ Upon obtaining Substantial Completion of the Work, the Contractor may submit an Application for Payment ~~that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.~~ sufficient to increase the total payments to ninety-seven percent (97%) of the Contract Sum (see Section 9.2.5 of the A201 regarding the final three percent (3%) of the Contract Sum to be paid after Substantial Completion), less such amounts as the Architect shall determine for incomplete Work in excess of the amount allocated under Section 9.2.5 of the A201 and any other amounts as specified in the Contract Documents. The Application for Payment submitted at Substantial Completion shall not include ~~retainage as follows:~~a request for payment of retainage.

...

N/A

...

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

...

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

...

.2 a final Certificate for Payment has been issued ~~by the Architect.~~by the Architect; and
.3 Final Acceptance by the Owner's Board of Directors has occurred.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~sixty days after completion of all requirements for Final Acceptance listed in the A201-2017 General Conditions.

§ 5.2.3 Retainage shall be paid according to statute and the Contract Documents.
PAGE 6

~~%~~ Payments due and unpaid under the Contract Documents shall bear interest at the Bank of America prime plus two percent per annum, unless a different rate is required by RCW 39.76.

...

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.~~

...

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There is no "Initial Decision Maker" for this Project.

...

[ ] ~~Litigation in a court of competent jurisdiction~~ [X] Litigation in Superior Court in Grays Harbor County, Washington

...

N/A

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation ~~in a court of competent jurisdiction.~~ in Superior Court in the County in which the Project is located.

...

N/A

...

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

Lynn Green and Traci Sandstrom, Co-Superintendents
Aberdeen School District No. 5
216 North G Street
Aberdeen, Washington 98520
Telephone: (360) 538-2000
lgreen@asd5.org
tsandstrom@asd5.org

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

Construction Services Group, ESD 112
Attn: Manuel Saldivar-Aguirre
2500 NE 65th Avenue
Vancouver, Washington 98661
817.371.5531
manuel.saldivar-aguirre@esd112.org

§ 8.3 The Contractor's Designated representative:

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the A201 General Conditions and as described elsewhere in the Contract Documents. AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, ~~and elsewhere in~~ is not used and is not a part of the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™–2017 Exhibit A,~~ the A201 General Conditions and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic ~~format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise~~ format may be given as set forth below:

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(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203™–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Per the Contract Documents.

...

N/A

...

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and ~~Contractor~~Contractor, as revised

.2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~ [Not used.]

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction as revised by the Owner. All references to the A201 or to the General Conditions are to the revised document.

.4 ~~Building information modeling exhibit, dated as indicated below:~~ [Not used.]

(Insert the date of the ~~building information modeling exhibit~~ E203-2013 incorporated into this Agreement.)

N/A

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See the Index of Drawings in the Project Manual dated .

...

See the Table of Specifications in the Project Manual dated .

...

[X] Supplementary and other Conditions of the Contract:

...

See the Project Manual dated

...

Department of Labor and Industries Prevailing Wage Rates.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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00 72 13 – A201
GENERAL CONDITIONS
cover sheet

May be issued via amendment to the Contract Documents

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Aberdeen School District Capital Projects 2026
410 North G Street; Aberdeen, Washington 98520

THE OWNER:
(Name, legal status and address)

Aberdeen School District No. 5
216 North G Street; Aberdeen, Washington 98520

THE ARCHITECT:
(Name, legal status and address)

TCF Architecture, PLLC
124 North I Street; Tacoma, Washington 98403

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

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

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

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§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

[Not used.]

§ 1.1.9 PROJECT MANUAL

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words not defined in the Contract Documents that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If the Contractor discovers that the Specifications, Drawings, or Project Manual fail to particularly describe the material or kind of goods to be used in any place or discovers an inconsistency or ambiguity between the Specifications, Drawings, or Project Manual or an inconsistency or ambiguity arises internally within the Specifications, Drawings, or Project Manual, then the Contractor shall make inquiry of the Architect as to what is intended and best suited. The material that a competent contractor would use in its place to produce first quality finished Work, following accepted construction industry standards, shall be considered a part of the Contract without adjustment to the Contract Sum or Contract Time.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in this document, (3) the titles of other documents published by the American Institute of Architects, or (4) published codes and standards.

§ 1.4 Interpretation

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

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of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Specification and Drawing notes may include incomplete sentences where words such as "shall," "shall be," "the Contractor shall," and similar phrases shall be supplied by inference. The term(s) "approved," "or approved" and "as approved" mean approved by the Architect, and by any governing codes and officials, and by any quality standards specified as applicable to the work in question. "As directed" means as directed by the Architect or the Owner's Authorized Representative. The term "provide" means to furnish and install. The term "as required" or "as necessary" means as required by applicable codes or standards, and/or as may be required for proper completion of the work. Divisions and Sections included are listed in the "Table of Contents," together with the number of pages in each Section. The Contractor shall check its copies of the Specifications with the "Table of Contents" to ensure that they are complete.

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims and Claims as provided in Article 15 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery, or by electronic transmission.

§ 1.7 Digital Data Use and Transmission

Contractor acknowledges that drawings, specifications, Instruments of Service, or any other information or documentation that Contractor receives in digital form, including but not limited to any BIM model or other documents, may contain transmission or translation errors and are issued for convenience only, and thus Contractor may only rely upon hard copy documents and stamped pdfs. Any electronic files other than stamped PDF files may be provided for the convenience of the Contractor only. Neither the Architect nor the Owner shall be liable for any inaccuracy or incompleteness in information contained in an electronic copy other than stamped PDF files of an Instrument of Service. Electronic files other than stamped PDF files are not Contract Documents and cannot be relied upon as identical to the Contract Documents. Use of information contained in electronic files other than stamped PDF files is at the Contractor's risk and without liability to the Architect or the Owner. The Contractor is required to execute the Architect's electronic document release to obtain the Instruments of Service other than hard copy and stamped pdf files.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in an agreement required by the Owner or Architect, shall be at the using or relying party's sole risk and without liability to

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the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 [Not used.]

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 [Not used.]

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor of undisputed amounts as the Contract Documents require; or (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due and the Owner agrees. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

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

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor free of charge any copies of the Contract Documents as are returned by bidders or as otherwise specified in the Contract Documents. Additional copies may be obtained at the cost of reproduction. Electronic files may be available from the Architect and may be subject to its terms.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In the event such deficiencies threaten the health or safety of the Owner's employees, students or occupants, or exist within fourteen calendar days of the date on which the Owner is scheduled to begin to operate school at the Project site, the Owner may immediately proceed to correct such deficiencies without notice and without the ten-day cure period. Such action by the Owner and amounts charged to the Contractor shall entitle the Owner and the Architect to, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Owner's exercise of its rights under this Section shall not adversely affect any warranties applicable to the Project.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved or accepted pursuant to Section 3.12. The Contractor shall comply with any applicable requirements of the Office of the Superintendent of Public Instruction and any applicable requirements related to Washington Sustainable Schools Protocol.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of and verify any existing conditions related to that portion of the Work, including all general reference points and any interfering existing conditions, and shall observe any conditions at the site affecting it and shall carefully compare and verify such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

.1 Building Code (with Washington State amendments);

.2 Plumbing Code;

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of any design errors or omissions or inconsistencies noted by the Contractor, or clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit any Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

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

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of installation so as to coordinate all Work without delay or revision. The Contractor is responsible for coordination of all the Drawings related to specific locations. The Contractor shall establish and maintain existing lot lines, restrictions, existing survey markers of any kind, and bench marks. The Contractor shall establish and maintain all other lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. The Contractor shall employ a professional land surveyor registered in the State of Washington to initially lay out and be responsible for the accuracy of the Work and to create and submit to the Owner an as-built survey and accurate utility as-builts for use by the Owner. The Contractor shall provide an as-built surveyed site plan noting all site improvements, including but not limited to building corners, storm, sewer, drains, grade and invert elevations, edge of pavement, signs, markings, back of curb, and sidewalks.

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

§ 3.4 Labor and Materials

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

§ 3.4.2 After the Contract has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only as described in the Specifications and following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the Contract Sum or Contract Time. The Contractor may make substitutions only with the explicit written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or if not equal or better in all respects, the Contractor shall identify such

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deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the Contract Sum or Contract Time related to the substitution, that it has coordinated with affected Subcontractors, that the substitution will not impact other parts of the Work, and that the Contractor will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Contractor will be responsible for the reasonable costs of any time the Owner and/or the Architect expend in reviewing a substitution request. Neither the Owner nor the Architect will be responsible for the performance of the substituted product.

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

§ 3.4.3.1 No employees of either the 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 or the Owner's staff, nor create an intimidating, hostile or offensive environment. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable at no change to the Contract Sum or Contract Time. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 3.4.3.2 Any employees of the Contractor and Subcontractors who will have regularly scheduled unsupervised access to children shall be subject to a record check through the Washington state patrol criminal identification system under RCW 43.43.830 through 834, RCW 10.97.030, and RCW 10.97.050 and through the Federal Bureau of Investigation before the Contractor permits them to have such access to children. The Owner shall also have the right to require such a record check of any employee of the Contractor or a Subcontractor of any tier. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. The Owner shall provide necessary cooperation associated with required record check. When necessary, applicants may be employed on a conditional basis pending completion of the investigation. If the applicant has had a record check within the previous two years, the Owner or the Contractor may waive the requirement. The Owner, pursuant to RCW 41.59 and RCW 41.56, shall pay costs associated with the record check as part of the Contract Sum.

§ 3.4.4 Prevailing Wages.

§ 3.4.4.1 This Contract and this Project are subject to RCW 39.12, Washington's Prevailing Wage Act. Applicable workers must be paid the State prevailing wage rate and are entitled to coverage under the Washington State prevailing

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

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

§ 3.4.4.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and that director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

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

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

§ 3.4.6 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296 307 560 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. The Contractor shall not be entitled to an increase in the Contract Time or Contract Sum arising from its failure or alleged failure to comply with this statute or regulation.

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

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

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

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§ 3.4.10 Apprenticeship.

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

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

§ 3.4.10.3 "Labor Hours" means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of RCW 39.12.

§ 3.4.10.4 During the term of this Contract, the Owner may adjust the apprenticeship labor hour requirement upon its finding or determination that includes:

(1) A demonstration of lack of availability of apprentices in the geographic area of the Project;
(2) A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprenticeship participation;
(3) Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;
(4) Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;
(5) The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or
(6) Other criteria the Owner deems appropriate, which are subject to review by the office of the Governor.

§ 3.4.10.5 The Contractor shall report apprentice participation to the Owner at least monthly, and directly to L&I through its on-line portal, on forms provided or approved by the Owner. In addition, copies of monthly certified payroll records may be requested to document the goal including copies with any birthdates and social security numbers (and any other sensitive personal information) redacted so as such copies may be used to respond to any public records requests. The reports shall include:

(1) The name of the Project;
(2) The dollar value of the Project;
(3) The date of the Contractor's notice to proceed;
(4) The name of each apprentice and apprentice registration number;
(5) The number of apprentices and labor hours worked by them, categorized by trade or craft;
(6) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
(7) The number, type, and rationale for the exceptions granted.

§ 3.4.10.6 To comply with the changes to RCW 39.04.320 that are effective as of January 1, 2020, the following provisions also apply:

(1) This Section 3.4.10 specifies that the 39.04.320 apprenticeship goals should be met;
(2) The Owner shall provide a monetary incentive of One Thousand Dollars for meeting these goals;
(3) The Contractor shall pay a monetary penalty of One Thousand Dollars for not meeting these goals;
(4) The Owner is not in a position within existing resources to identify an expected cost value to be included in the bid associated with meeting these goals; and
(5) Contractor and its Subcontractors are not required to exceed these apprenticeship utilization requirements.

§ 3.4.11 Certified Payrolls

§ 3.4.11.1 Contractor and its Subcontractors of all tiers shall submit monthly certified payrolls in accordance with RCW 39.12.120.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise. The Contractor further warrants that the Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or explicitly permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. Unless such actions are caused by or are the responsibility of the Contractor, the Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed or supervised by or through the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, final payment, and the correction period identified in Section 12.2.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner all written warranties required by the Contract Documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials for the Work, and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work. Prior to furnishing Owner with written guarantees and warranties, and at least thirty days prior to ordering the warranted material or equipment, the Contractor shall provide copies to the Architect for review.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner will pay only for the permits and governmental fees that are explicitly listed as the Owner's responsibility in the Contract Documents or bidding documents, and the Contractor shall secure and pay for as a part of the Contract Sum all other permits, fees, and licenses necessary for the execution of the Work, and inspections by government agencies necessary for proper execution and completion of the Work that are legally required at the time bids are received, including without limitation any building permit, all utility connection fees, subcontractor permits and fees including plan check fees for deferred submittals, the application fees and review fees for any and all shop drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including reinspection fees, renewals and penalties, and miscellaneous, ancillary and governmental fees, excepting only any permits that the Contract Documents or bidding documents explicitly indicate the Owner is providing. The Owner will also not pay, and the Contractor will not be reimbursed for, any license fees or any renewals or penalties.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall coordinate and schedule all Work with entities with jurisdiction over the site, permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner informed of communications from these authorities and utilities. The Owner may assist the Contractor with such coordination and scheduling, but the Owner is not responsible for any delays caused by such permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work at the Contractor's expense. The Contractor is responsible for providing information and fees to the Department of Labor and Industries.

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes except state and local sales tax on progress payments, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual reasonable costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, except where the allowance is based upon a unit price specified in the Agreement.

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the allowance, the Contract Sum will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written

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notice of its intent to commence the use of an allowance item, must notify the Owner monthly of the status of the use of the allowance item with each payment application, and must also notify the Owner with at least two weeks advance notice before the Contractor reaches the contractual value of an allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs), before exceeding an allowance amount. If the Contractor fails to provide such advance notices to the Owner, then the Owner shall not be responsible for any costs incurred in excess of the allowance amount.

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

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a computer-literate, experienced, competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Contractor shall also employ a computer-literate, experienced, competent project manager and project engineer. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor shall use an experienced superintendent, who shall be an employee of the Contractor and shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. The project manager shall also be an employee of the Contractor.

§ 3.9.2 The Contractor, within seven days after award of the Contract, shall notify the Owner and Architect in writing of the name and qualifications of a proposed project manager, project engineer and superintendent. Within a reasonable time of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed project manager, project engineer or superintendent or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within a reasonable time shall constitute notice of no reasonable objection. Within ten days after issuance of the conditional Notice to Proceed, the Contractor shall also furnish to the Architect and Owner:

.1 A chain-of-command organizational chart which includes all supervisory personnel, including the project manager, the project engineer and the superintendent, assistant superintendent and lead foreman, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including any limitation on that person's ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, contract time, and issues affecting quality of the Work.

.2 Complete résumés, including all past and current projects, for the project manager, the project engineer and the superintendent. The Owner intends to review the résumés and verify references, and it reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the Contract Sum or Contract Time.

.3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner has the most current information.

§ 3.9.3 The Contractor shall not employ a proposed project manager, project engineer or superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the project manager, project engineer or superintendent without the Owner's consent. The Contractor shall also have available for work on site experienced, skilled workers, such as carpenters, laborers, and erection specialists, to perform work as needed. The Owner reserves the right, after consultation with the Contractor, to require the Contractor to replace a superintendent, project engineer, project manager or other assistants if the Owner determines that such replacement is in the best interests of the Project. The Owner shall exercise such right in a reasonable manner. The Owner shall be entitled to exercise the same rights concerning any replacement.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly and within ten days after being awarded the Contract, shall submit for the Owner's and Architect's information a preliminary Contractor's construction schedule for the Work consistent with the requirements of the Contract Documents. Prior to submitting its first Application for Payment, the Contractor, after

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consultation with its Subcontractors, shall submit two hard color copies and an electronic copy of the Contractor's construction schedule consistent with the requirements of the Contract Documents. The Owner may withhold up to ten percent of any progress payment until a satisfactory schedule is submitted. The schedule shall be related to the entire Project and shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; (3) the time required for completion of each portion of the Work; and (4) any other information required by the Contract Documents. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at least monthly and as required by the conditions of the Work and Project. The Contractor shall allocate in the schedule of values a separate line item in the amount of at least one-half of one percent (.5%) of the Contract Sum for scheduling, which shall cover both the initial schedule and all monthly updates. The Contractor shall request payment for the monthly update line item with each Payment Application, based upon the percentage completion of the Project. For any month that the Contractor fails to submit an updated schedule, the Contractor shall not be entitled to any payment for scheduling for that month, and the percentage of the scheduling line item represented by that month's percentage of completion of the Work shall be permanently deducted from the Contract Sum by Change Order.

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

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

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor or material supplier of any tier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Contractor's construction schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts at no cost to Owner.

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

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect and shall promptly notify the Owner and Architect of any material deviations from those schedules. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work, in the form of a precedence diagram and activity listing and time-scaled, all in accordance with the Contract and within the Contract Time. The Contractor shall utilize scheduling software for its CPM scheduling. The Schedule shall be resource loaded and provided to the Owner in its native electronic, readable format. It shall include the Date of

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Commencement, any milestone dates identified in the Specifications, mock-up dates, key commissioning dates, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Schedule shall be updated monthly and submitted with the Contractor's Application for Payment. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule.

§ 3.10.4 The Contractor shall not be entitled to any adjustment in the Contract Time, the Contractor's Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule. To ensure that the Owner is substantively aware and effectively able to mitigate any Project delays, the Contractor shall not be entitled to any extension of time, compensable or otherwise, for any delay that occurred during any time the Contractor has not timely submitted an updated Construction Schedule as required by the Contract Documents.

§ 3.10.5 Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the Owner, and may be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction activity and the final completion date or be reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

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

.1 A preconstruction meeting;

.2 Regular weekly on-site Project status meetings scheduled by the Owner or by the Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and

.3 Other meetings scheduled from time to time by the Owner or by the Architect to review progress of the Work and other pertinent matters.

§ 3.11 Documents and Samples at the Site

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

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall be responsible for tracking the status of submittals. The Contractor shall review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve in writing, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule accepted by the Owner and the Architect or, in the absence of an accepted submittal schedule, with reasonable promptness and frequency and in such sequence and uniform flow rate consistent with the submittal schedule as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. The Contractor shall notify the Owner and Architect of any expedited review required. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action, which will not constitute an Owner-caused delay to the Contractor. At the time of submission, the Contractor shall inform the Architect in writing if expedited review is requested or if there is any deviation in the Shop Drawings (which deviations must be subsequently accepted by the Owner before the Work may proceed), Product Data, or Samples from the requirements of the Contract Documents. So far as practicable, each Shop Drawing or Product Data submittal shall bear a cross reference note referring to Drawing or detail numbers on the Drawings showing the same Work in order to facilitate checking of Shop Drawing or Product Data and their prompt return to the Contractor. Shop Drawings for interrelated Work shall be submitted at approximately the same time. Unless otherwise directed in writing, the Contractor shall provide submittals electronically. The Contractor shall keep accurate records of the receipt, review and delivery of all Submittals and shall submit to the Owner reports every other week on the status of their review, identifying the location and the causes of any failure to promptly receive such submissions and suggesting responsibility.

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

.1 Each submittal shall bear a stamp or specific written indication that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. The Contractor's superintendent must initial each submittal. Submittals that are simply passed through by the Contractor's clerical staff are not sufficient to meet these requirements.

.2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification Section and paragraph number(s), material, supplier, pertinent data such as catalog numbers and the use for which it is intended.

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided by the Owner or Architect in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and accept or approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 Mechanical and other systems shown in the Drawings are diagrammatic. (Other Drawings may also be diagrammatic.) The Contractor shall provide dimensioned Shop Drawings and details for all plumbing piping, ductwork, heating system piping, underground hot water piping, hot water boilers, and accessories to indicate complete systems. Shop Drawings shall be to 1/4" = 1'-0" minimum scale in all mechanical rooms, boiler rooms, as well as where accuracy or location is necessary for coordination or installation purposes. Ductwork Shop Drawings shall include a separate drawing to not less than 1/4" = 1'-0" scale showing all duct penetrations through structure (floors, roof, and walls) dimensioned, and all equipment locations, weights and pad details for all HVAC equipment. Critical dimensions of all equipment pad, and pipe or duct penetrations through structure shall be included.

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§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for any clean-up costs. The Contractor shall only use waste receptacles provided by the Contractor and shall appropriately dispose of any waste material off site.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and subject to the conditions of this Section 3.18, the Contractor shall defend, indemnify and hold harmless the Owner, its board members, officials, officers, directors, employees, consultants, Project Manager, students, and volunteers, the Architect, Architect's consultants, and agents and

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employees, 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, arising out of or resulting from or connected to performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor of any tier, their agents and anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable ("Indemnitor"), regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

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

§ 3.18.1.3 If such claims are caused by or are resulting from the concurrent negligence of (i) the Indemnified Parties or the Indemnified Parties' agents or employees, and (ii) the Contractor or the Contractor's agents or employees, then the Contractor shall be obligated to defend, indemnify, and hold harmless the Indemnified only to the extent of the Indemnitor's negligence.

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

§ 3.18.1.5 The obligations of the Contractor under this Section 3.18 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 3.18. To the extent the wording of this Section 3.18 would reduce or eliminate any available insurance coverage of the Contractor or the Owner, this Section 3.18 shall be considered modified to the extent that such insurance coverage is not negatively affected.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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§ 4.2 Administration of the Contract

§ 4.2.1 The Owner's Project Manager will administer the Owner-Contractor Agreement. The Architect will assist in providing administration of the Contract as described in the Contract Documents and will be an Owner's representative but not the Owner's agent during construction until the date the Architect issues the final Certificate for Payment and from time to time during the one year period for correction of Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. Neither the Architect nor the Owner's Project Manager is an agent of the Owner and neither is authorized to agree on behalf of the Owner to changes in the Contract Sum or Contract Time, nor to waive provisions of the Contract Documents, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time except that the Owner's Designated Representative may issue Construction Change Directives in accordance with Article 7.

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Neither the Architect nor the Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Architect nor the Owner will have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. Neither the Architect nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between the Contractor and third parties.

§ 4.2.4 Communications

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Contractor shall simultaneously provide the Owner's Project Manager with a direct copy of all written communications the Contractor makes to the Architect, including all notices, requests, transmittals, substitutions, RFIs, Claims, and potential changes in the Contract Sum or Contract Time but not including Shop Drawings, Product Data or Samples. Claims must be directed to the Owner's Designated Representative. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor except as provided in the Contract Documents. Communications by and with Separate Contractors shall be through the Owner's Project Manager. The Contract Documents may specify other communication protocols. Communications may be simultaneously copied to other recipients.

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

§ 4.2.6 Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a

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decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor in writing of any changes to the duties, responsibilities and limitations of authority of the Project representatives that are described in the Contract Documents. Without such written notification, the duties, responsibilities and limitations of authority of the Project representatives are as described in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance of the Contract Documents by both Owner and Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

§ 5.1.5 Responsible Subcontractor: This designation reflects a person or entity who is qualified and can document training, experience, license, and special certification to perform Work, supply materials, or provide equipment required and specified by the Contract Documents.

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor or a Subcontractor as not "responsible," the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was qualified, "responsible" and reasonably capable

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of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting qualified names as required and no increase in the Contract Sum or Contract Time shall be allowed for such change (1) if the Owner reasonably concludes that a proposed Subcontractor of any tier has materially failed to perform satisfactorily (such as causing a material delay) on one or more projects for the Owner within three years of the bidding date or is otherwise not "responsible" as defined in the Contract Documents, the bidding documents, or RCW 39.26.160(2) or 39.04, (2) if the proposed Subcontractor is not qualified as required within the technical sections of the Project Manual, or (3) the proposed Subcontractor is different from the entity listed with the Bid. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the Contract Sum and Contract Time. The Contractor's listing or use of any Subcontractor that is not "responsible" shall be sufficient cause for the Owner to declare that the Contractor is not a responsible bidder, unless the Contractor agrees to substitute a responsible Subcontractor at no change to the Contract Sum or Contract Time.

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

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

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

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

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

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

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§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner pursuant to Section 14.2 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

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

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

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

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

§ 5.5 LIENS

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall reimburse and indemnify the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. To the extent that RCW 4.24.115 applies, the obligations of the Contractor under this Section 6.2.3 shall apply solely to the extent of the Contractor's negligence. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to submitting its bid. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into its construction schedule.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

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

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

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

§ 7.2 Change Orders

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

.1 The change in the Contract Documents, including any change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Notwithstanding anything to the contrary in the Contract Documents, pursuant to RCW 39.04.360, a Change Order shall be issued by the Owner for any undisputed and properly completed additional Work within thirty (30) days after completion of such additional Work. Within ten (10) days of receipt of such a Change Order, the Contractor and its Subcontractors must issue corresponding change orders to lower-tier Subcontractors impacted by such Change Order.

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§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties (accompanied by the Contractor's itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, or if the cost is to be determined under Section 7.3.3.3, the Contractor shall provide a not-to-exceed price for the Construction Change Directive Work within seven days of receipt of the Construction Change Directive, and the Contractor shall keep and present, itemized in the categories of Section 7.5 and in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data.
(Paragraphs deleted)

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor must provide notice and make a Claim in accordance with applicable provisions of Article 15 or such claim will be waived.

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

§ 7.3.6.1 In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment, material and subcontract costs. Labor, equipment and materials shall be itemized in the manner described in Section 7.5. When major cost items arise from Subcontractors of any tier, these items shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide data within twenty-one days of the Owner's or Architect's

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request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change, including a Claim under Article 15, shall be limited to the reasonable value, as determined by the Owner (subject to appeal through the dispute resolution procedure of Article 15), of the items in Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the Work in the locality of the Project or the cost of the Work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data as adjusted to local costs and conditions. The Architect and the Owner may communicate directly with Subcontractors of any tier concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method or the adjustment in the Contract Time, the adjustment or method shall be referred to the Architect for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby.

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect or the Owner may order minor changes in the Work (sometimes called a Design Clarification) that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's or Owner's order for minor changes shall be in writing. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and Architect and shall not proceed to implement the change in the Work unless directed otherwise in writing by the Owner. If the Contractor continues to believe that such order, or the response to a Request for Information, causes an increase in the Contract Sum or Time, the Contractor must properly submit a notice and Claim pursuant to Article 15. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner and Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 PRICING COMPONENTS

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

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

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options,

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or discretionary payments to employees are not separately reimbursable. The Contractor shall provide copies of certified payrolls for itself and Subcontractors of any tier upon the Owner's request.

.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

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

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

§ 7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia (copies of which shall be provided to the Owner), as modified by the AGC/WSDOT agreement or the actual, reasonable rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 70% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If more than one rate is applicable, the best available rate shall be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition shall have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, shall be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the changed Work shall be no more than 50% of the rate established above. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

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

.1 Contractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.1.1.2, and subject to audit) of any changes in the Contractor's liability insurance arising directly from the changed Work, which shall not exceed 1% of the cost of the Changed Work; and

.2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.1.2, and subject to audit) of the change in the Contractor's premium for the Contractor's statutorily required performance and payment bond arising directly from the changed Work, , \\which shall not exceed 1% of the cost of the Changed Work, and any such premiums for the Changed Work on Subcontractor bonds that have been contractually required by the Owner. The Contractor is not entitled to any increased premium on any retainage bond or any Subcontractor bond not contractually required by the Owner, as such bonds are optional.

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

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§ 7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors, or payments made to sub-tier Subcontractors, for changed Work performed by such Subcontractor. The cost of changed Work for a Subcontractor of any tier shall be determined in the same manner as prescribed in this Section 7.5.

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

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

.2 The Contractor shall receive 7% of the amount owed (less fee) directly to a first-tier Subcontractor or first-tier supplier for materials supplied or for Work properly performed by that Subcontractor or supplier.

.3 Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or Work performed by its own forces.

.4 Each Subcontractor of any tier shall receive 6% of the amount (less fee) it properly incurs for materials supplied or Work properly performed by its suppliers or subcontractors of the next lower tier.

.5 The Contractor and its Subcontractors of any tier shall receive 5% of any amounts owed to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractors, for Work performed by that remote, sub-tier subcontractor.

.6 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4.

.7 The total summed Fee of the Contractor and all Subcontractors of any tier shall not exceed 23% of any amounts owed to any remote, lower-tier Subcontractors that are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractor(s), for Work performed by that remote, lower-tier Subcontractor. If the Fee would otherwise exceed 23%, the Contractor shall proportionately reduce the Fee percentage for the Contractor and all Subcontractors except for the Subcontractor supplying material or performing Work with its own forces. None of the fee percentages authorized in this Section 7.5.6 may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. If the changed Work is performed by a wholly-owned subsidiary or by a company with common ownership interests (i.e., at least 50% similar ownership) of the Contractor or any Subcontractor, then only the entity performing the changed Work may receive a Fee per the above schedule and the higher-tier company shall not be entitled to any Fee. The parties acknowledge that the fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate the Contractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Contractor for some Changes compensates the Contractor for any Changes for which the Contractor believes the percentage is otherwise insufficient.

§ 7.5.7 The Owner and Contractor agree that the cost of any changed Work or of any other increase or decrease in the Contract Sum, including a Claim, shall not include, among other similar things, consultant costs, attorneys' fees, or Claim preparation expenses, as such matters are not recoverable from the Owner.

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ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established by the Owner in its conditional notice to proceed, which may not be issued until the Contractor has complied with the terms of the notice of award the Contract. Work on the site may begin when the Contractor complies with the requirements of the Conditional Notice to Proceed. Within ten days of issuance of the Conditional Notice to Proceed, the Contractor shall submit the executed contract, evidence of bondability, certificates of insurance, and all other documents required by the Contract Documents.

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

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

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

§ 8.2.6 Any provisions in the Contract for liquidated damages shall not relieve or release the Contractor from liability for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

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

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time; (3) by unexpected industry-wide labor disputes, fire, seismic event, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Contractor); delays caused by a local jurisdictions' scheduled days off shall not be considered an excusable delay), unavoidable casualties, unanticipated, abnormal and adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended by Change Order for such reasonable time, limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby, as the Owner may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

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

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

.1 If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not an increase in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum. The Contractor shall be entitled to a change in the Contract Sum only if the delay was caused by the Owner or the Architect, or anyone acting on behalf of them. The Contractor shall not recover damages, an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the Contract Sum, provided it is consistent with the terms of the Contract Documents, only if the delay directly impacts the critical path, could not have reasonably been avoided, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the Contract Sum for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

.2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5.6, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall not exceed the daily liquidated damage rate specified in the Contract Documents due the Owner for the Contractor's delay in achieving Substantial Completion. By submitting its bid on the Work and executing the Agreement, the Contractor represents that it would be difficult if not impossible to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages (as a maximum daily delay amount) are a reasonable estimate of the maximum extent of its loss. No damages shall be allowed for any time prior to fourteen days before receipt of written notice of the Claim of the delay pursuant to Article 15.

.3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint

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occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.6 and any liquidated damages paid hereunder.

.4 The Contractor shall not be entitled to any adjustment in the Contract Time or the Contract Sum, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (e.g., more than fifty percent) so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices but not the Contract Time or any other portion of the Contract Sum shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner at least fourteen days before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. At a minimum, the Work shall be itemized by Specification section or system, separate values for labor, materials and equipment shall be provided, and line items on the schedule of values shall be tied to the Contractor's schedule. Quantities shall be provided for each section or system of the Work. The Contractor shall itemize and prepare the schedule of values for approval by the Owner with respect to form, content, and level of detail. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

.1 Mobilization shall be a maximum of one-half of one percent (0.5%) of the Contract Sum, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner.

.2 Payment applicable to the expenses of Contractor's bond and/or any contractually required builder's risk insurance will be made only upon receipt of paid invoices from surety and/or insurance carrier.

.3 No payment will be made for shop drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, and fire alarm shop drawings that have been reviewed and accepted by the Architect.

.4 The schedule of values shall allocate at least two percent (2%) of the Contract Sum to Commissioning, as defined in the Contract Documents.

.5 The schedule of values shall also allocate at least three percent (3%) of the initial Contract Sum as a separate line item for that portion of the Work between Substantial Completion and Final Completion to be entitled "Final Documentation and Punchlist Completion," which shall include without limitation punchlist completion and furnishing all deliverables, which will be earned and distributed as follows: half shall be allocated for the completion of the punchlist work; one-quarter shall be allocated for completion of approved operations and maintenance data as defined in the Contract Documents; and one-quarter shall be allocated for completion of approved record documents, warranties and bonds, delivery of extra stock, and all other documentation or items of the Work required for Final Completion and final payment. This percentage is not the statutory retainage described in Section 9.3.4 or any other retainage but rather requires the Contractor to recognize that the Contractor and its Subcontractors will expend significant costs in advancing the Work from Substantial Completion to Final Completion, and that this amount is not earned until Final Completion of the Work is accomplished. At its sole discretion, the Owner may release portions of these amounts progressively as items are completed.

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.6 Itemize separately line item costs for permits, bonds, insurance, layout and supervision, scheduling, and temporary facilities.

§ 9.3 Applications for Payment

§ 9.3.1 Progress payments will be made monthly for Work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment. The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, shall meet the requirements of this Article 9, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.1.3 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, also within the same ten-day period, submit to the Owner, Project Manager and the Architect along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment (except that title to demolition removed from the site shall not pass to the Owner). The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Retainage.

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

- **.1** Retained percentages will be retained in a fund by the Owner not subject to release until sixty days following the Final Acceptance of the Work as completed and as provided in Section 9.10.6; or
- **.2** Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty days following Final Acceptance of the Work as completed and as provided in Section 9.10.6; or
- **.3** Placed in escrow with a bank or trust company and not subject to release until sixty days following the Final Acceptance of the Work as completed and as provided in Section 9.10.6.
- **.4** If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of "A-" or better and a financial rating of no less than "VII," and signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor, per RCW 60.28, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's approved Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as

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provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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§ 9.5.4 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property or retainage against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

§ 9.8.1.1 Date of Commissioning of Operational Systems. The systems of the Work so designated in the Contract Documents are considered "Operational Systems." Unless otherwise specified in the Contract Documents, the Operational Systems include the HVAC system, the data communications system(s), the intercom system, the life safety system(s), the clock system, the telephone system, and the security system. When the Contractor considers that the Operational Systems are complete and fully functional, up and running and ready for normal operation and any

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functional performance testing as specified for each phase, and after all pre-commissioning checklists have been completed, the Contractor shall so notify the Architect and the Owner in writing a minimum of thirty days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect or the Owner's Commissioning Agent will then schedule a pre-commissioning inspection and observe the functional performance tests of these systems identified in the Contract Documents to determine whether the Operational Systems are complete and ready for normal operation. If the inspection discloses that the Operational Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect or the Owner's Commissioning Agent. The Contractor shall then submit a request for another inspection to determine completion of the Operational Systems and pay the costs associated with the reinspection, including fees of any commissioning agent and the Architect and its consultants. When the Operational Systems are complete, the Architect or the Owner's Commissioning Agent will notify the Owner in writing, which shall establish the Date of Commissioning. Training of Owner personnel shall not begin until the Date of Commissioning and shall be conducted prior to departure of the installing entity from the site by appropriate Subcontractor personnel who are knowledgeable with the construction and operation of each system. Warranties on the Operational Systems required by the Contract Documents shall commence on the Date of Commissioning for the entire Project, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the systems until Final Acceptance. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

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

§ 9.8.1.3 Beginning ninety days before the scheduled date of Substantial Completion, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain required certificates of occupancy and make recommendations to the Owner with respect to effectuating the earliest possible completion. The Contractor shall include this report as a schedule item on its CPM schedule.

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

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

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

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

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punchlists with respect to the activity of each Subcontractor and report weekly to the Owner on all outstanding uncompleted items.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 The Contractor shall cause punch list items to be completed within thirty days of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period) provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at twenty days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within thirty days of the Date of Substantial Completion of each phase (or such other period of time as is specified in the Contract

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Documents), the Owner may, upon seven days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to make reasonable progress towards the correction of the deficiencies within this seven day period, the Owner may deduct the actual cost of performing this punch list Work, including any design costs, plus 15% to account for the Owner's transaction costs from the Contract Sum. Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly notify the Owner and the Contractor in writing stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and all Commissioning Agent and Project Manager fees incurred by the Owner for services performed more than thirty days after Substantial Completion of all the Work (or such other period of time as is specified in the Contract Documents), whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.2 When the Architect finds that the Work has been concluded, a final occupancy permit has been issued, any commissioning process and validation process have been successfully concluded and the Commissioning Report has been accepted by the Owner's Board of Directors, and the Contractor has submitted all the items identified in Section 9.10.1.3 to the Architect, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

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

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

§ 9.10.2 Neither final payment nor any retained percentage shall become due until after the Owner's Board of Directors has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment under Section 9.10.1.2, an occupancy permit must have been issued, Final Completion must have occurred, and the Contractor must have submitted to the Owner and the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which

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the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA form G706 or equivalent), (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (AIA form G707 or equivalent) (5) documentation of any and all special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) other data establishing payment or satisfaction of or protection against obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner (Contractor's Affidavit of Release of Liens, AIA form G706A or equivalent), (7) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor, (8) a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner, (9) certification that the materials in the Work are "lead-free" and "asbestos-free," (10) a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed off permits, (11) record documents, (12) all guarantees, training, manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities, and (13) all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by RCW 39.04.320(5)(a). Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

§ 9.10.6 Release of Retainage. The retainage will be held and applied by the Owner as a trust fund in a manner required by RCW 60.28. Release of the retainage will be processed in ordinary course of business upon the expiration of sixty days following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given as provided in RCW 60.28, that no claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that, for state-funded projects, release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries.

§ 9.10.7 The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall have the right to control and shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner, Project Manager, Owner's Representative, or the Architect of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work. No action or inaction of the Architect, Project Manager, Owner's Representative, or Owner relating to safety, property protection, any element of the Contractor's Safety Manual or related performance, or violation thereof shall in any way: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner, Project Manager, or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner, Project Manager, or Architect to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of Subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property, students, staff and the general public.

§ 10.2 Safety of Persons and Property

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

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

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work and explicitly permitted by the Contract Documents, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall keep on site at all times a spill response kit for the protection of storm water.

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.2.9 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief and shall bear the risk of any uninsured loss or destruction of, or injury or damage to, all materials, equipment, tools, and other items incorporated or to be incorporated in the Work or designated portion, or consumed or used in the performance of the Work or

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designated portion, and all Work in process and completed Work or designated portion. The Contractor is responsible for any deductible amounts related to any insurance coverage.

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.1.1 To the extent that the Contractor must perform Work relating to the demolition and disposal of hazardous materials, the Contractor shall be responsible to take all reasonable precautions to prevent foreseeable bodily injury or death resulting from such materials or substances, and to dispose of such materials as required by the Contract Documents and all applicable state and federal laws and regulations. The Contractor shall defend, indemnify, and hold harmless the Owner, the Architect, and their respective agents, employees, consultants, successors and assigns from and against any and all claims to the extent of the Contractor's failure to abide by such Contract Documents and all applicable state and federal laws and regulations.

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

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents. The Contractor shall not install

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hazardous materials, including without limitation asbestos, lead, mercury, or polychlorinated biphenyl (PCB), in the Work unless explicitly required by the Contract Documents.

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

§ 10.3.6 If, without fault or negligence on the part of the Contractor, and if the remediation was not a part of the Contractor's scope of Work under the Contract Documents, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 To the extent this Project involves the remediation of contaminated property, the Contractor shall comply with RCW 64.44 and 70.105D and any provisions of the Washington Administrative Code promulgated thereunder, including the use of authorized contractors as provided in RCW 64.44.060. The Contractor shall comply with all applicable requirements of RCW 70.95 and any provisions of the Washington Administrative Code promulgated thereunder.

§ 10.4 Emergencies

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

§ 10.5 PUBLIC SAFETY AND CONVENIENCE

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

§ 10.6 WEATHER PROTECTION

§ 10.6.1 Temporary weather protection of the Work is the responsibility of the Contractor as necessary to proceed in accordance with the Contractor's schedule and environmental conditions. Weather protection shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, damp proofing or water proofing, masonry, sealant, gypsum sheathing, roofing, and interior finishes. Delays and costs resulting from the Contractor's failure to protect the Work from damage due to weather are the sole responsibility of the Contractor.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized and admitted to do business in the jurisdiction in which the Project is located possessing an A.M. Best's policyholder's rating of A or better and a financial rating of no less than VIII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 11, the Agreement or elsewhere in the Contract Documents. The Contractor's insurance shall provide personal injury, bodily injury and property damage liability to cover the Contractor's operations, including work done on the Contractor's behalf by Subcontractors and suppliers of any tier; advertising injury; automobile liability insurance policy, including but not limited to owned, non-owned, and hired vehicles, on Work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), employment related practices coverage, and stopgap employer's liability. The Owner, its directors, officers, and agents, Architect, their consultants and employees, and any required governmental agencies and others designated in the Contract Documents shall be named as additional insureds under the Contractor's commercial general liability policy for all coverages required by Section 11.1 under form CG 20 10 11/85 or its equivalent or as otherwise described in the Contract Documents. The

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Contractor's insurance shall include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor's policy shall be designated primary coverage and non-contributory for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

.1 Commercial General Liability, Bodily Injury and Property Damage Liability, including Premises and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual in the amount of $1,000,000 per occurrence with a per-project general aggregate limit of at least $2,000,000;

.2 Commercial Auto Liability, Bodily Injury and Property Damage, in an amount of at least $1,000,000 Combined Single Limit;

.3 $1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 3.18;

.4 $2,000,000 for Contractor's Pollution Liability coverage for both (a) non-owned disposal sites and (b) natural resources damage; and

.5 In addition, the Contractor shall maintain an umbrella policy that provides excess limits following form over the primary layer, in an amount not less than $10,000,000.

§ 11.1.1.1 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. If existing policy(s) provide higher limits than those specified herein, the higher limits shall be applicable and the certificates should reflect those higher limits. Coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three years after Final Acceptance. The insurance described above shall include coverage for underground, collapse and explosion exposures. In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability Insurance (Stop Gap) with limits of at least $1,000,000 each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit. Losses up to the deductible amount shall be the responsibility of the Contractor.

§ 11.1.1.2 Before any presence on site, commencing Work or exposure to loss can occur, or, in any event, within ten days after the Owner has issued its Conditional Notice to Proceed, the Contractor shall furnish the Owner with four copies of Certificates of Insurance on AIA Document G705 or ACORD Certificate of Liability Insurance as evidence of all insurance required by the Contract Documents, including an endorsement to the insurance policies naming the Owner, its directors, officers, and agents, the Architect, their consultants and employees, any required governmental agencies and others designated in the Contract Documents as additional insureds using form CG 20 10 11/85 or its equivalent. If the Agreement is executed, no Progress Payment will be due until all such Certificates are furnished. All policies and certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e. the coverages reduced, the limits decreased or the additional insured removed) allowed to expire, or cancelled without first giving forty-five days prior written notice by certified mail to the Owner and Architect. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.1.1. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Upon written request, the Contractor will provide a copy of its policies to the Owner. The Owner's specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.

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§ 11.1.1.3 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, its directors, officers, and agents, the Architect and the Architect's consultants as additional insureds for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its directors, officers, and agents, as an additional insured for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. Any design-build Subcontractors shall provide professional liability insurance in the amount of at least $1,000,000 per occurrence.

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

§ 11.1.1.5 Insurance requirements to operate a drone over the construction site or any other school district property. If Contractor or its Subcontractors of any tier use or operate a drone or unmanned aircraft on or over the construction site or any other property of the Owner, Contractor shall provide to Owner evidence of sufficient insurance such as aircraft liability insurance to cover any damages, including bodily injury or property damage, caused by the operation and use of such drone or unmanned aircraft prior to its use on or above the construction site or any other property of the Owner. If a Subcontractor of any tier is the operator of such a drone or unmanned aircraft, the evidence of such insurance shall be provided by that Subcontractor. The limit of liability shall be at least $1,000,000 each occurrence.

§ 11.1.2 The Contractor shall provide surety bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the Contract Sum plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." All bonds shall be of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The surety company shall be acceptable to the Owner, shall have an A.M. Best rating of "A" or better and a financial rating of no less than "VIII," and shall be admitted and licensed in the State of Washington. Within ten days after the Owner's issuance of the notice of intent to award the Contract, the Contractor shall deliver evidence of its bondability to the Owner. Within ten days after its execution of the Contract, the Contractor shall deliver the originals of the bonds to the Owner and one copy to the Architect. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF THE REQUESTED EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK UNTIL SUCH SURETY BONDS ARE RECEIVED. Evidence of bondability shall include the percentage to be paid by the Contractor for increases in the Contract Sum.

§ 11.1.2.1 Potential Subcontractors' Payment and Performance Bonds. Within ten days after the issuance of the conditional 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 a payment and performance bond to be issued during the 30-day period after the conditional 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 bond(s) shall be in an amount equal to the full contract sum of the subcontract between the Subcontractor and the Contractor but shall not include sales tax. The bonds shall be conditioned that the Subcontractor shall faithfully perform all the provisions of its subcontract, payment of all obligations arising thereunder, and for one year's maintenance for correction of defective work. If the Owner elects to require a payment and performance bond from one or more of the Subcontractors, it will so notify the Contractor in writing within fourteen 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

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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 the above Section to the extent directed by the Owner.

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

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

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

§ 11.1.5 Insurance requirements to operate a drone over the construction site or any other school district property. If Contractor or its Subcontractors of any tier use or operate a drone or unmanned aircraft on or over the construction site or any other property of the Owner, Contractor shall provide to Owner evidence of sufficient insurance such as aircraft liability insurance to cover any damages, including bodily injury or property damage, caused by the operation and use of such drone or unmanned aircraft prior to its use on or above the construction site or any other property of the Owner. If a Subcontractor of any tier is the operator of such a drone or unmanned aircraft, the evidence of such insurance shall be provided by that Subcontractor. The limit of liability shall be at least $1,000,000 each occurrence.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. See Section 11.6.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. See Section 11.6.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement, except such rights as they have to proceeds of such insurance. The Owner does not waive subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance that are required by the Contract Documents and that are purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 See Section 11.6.

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§ 11.5.2 See Section 11.6.

§ 11.6 PROPERTY INSURANCE

§ 11.6.1 Unless otherwise provided, the Contractor shall purchase and maintain until the Owner takes occupancy of the Project, in a company or companies lawfully authorized and admitted to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction upon the Work at the site and all materials or equipment furnished or installed by the Contractor on the Project. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project all as named insureds. This insurance shall insure against the perils of fire and extended coverage and physical loss or damage, and shall provide "all risk" coverage for the interests of the Owner, the Contractor and Subcontractors as loss payee, as their respective interests appear. Upon written request, the Contractor will provide a copy of its policy to the Owner. Each loss may be subject to a deductible of not more than $10,000. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor unless the loss was caused by the Owner or a natural disaster, in which case the Owner shall be responsible only for the deductibles allowed herein. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

(Paragraphs deleted)

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

§ 11.6.3 If the Contractor does not purchase such property insurance required by the Contract and with all of the coverages described above, the Contractor shall so inform the Owner in writing. The Owner may then effect insurance that will protect the interests of the Owner in the Work, and by appropriate Change Order the cost thereof shall be charged to the Contractor. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described herein, then the Contractor shall bear all costs properly attributable thereto.

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

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

§ 11.6.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.6. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect, Owner or governmental authority has not specifically requested to examine prior to its being covered and for which neither the Contract Documents nor governmental laws or regulations required inspection, the Architect, Owner or governmental authority may request to

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see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

.1 If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.

.2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single room, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two working days and shall complete corrective action within five working days.

.3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the Project, but must be fixed, (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen days and shall complete corrective action within twenty-eight days.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the internal law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The venue for any litigation shall be in Superior Court in the county in which the Project is located.

§ 13.2 Successors and Assigns

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

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made at an appropriate time and as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to or provided by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of necessary tests, inspections, and approvals, except that the Contractor will be responsible for any costs of retesting and any extra costs caused by the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests

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and inspections are to be made so that the Architect and Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

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

§ 13.4.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery. Entities performing inspections and/or testing do not have the authority to direct the Contractor's means and methods and are not agents or representatives of the Owner or Architect. Inspections which meet the requirements of code shall not override the requirements of the Contract Documents, which may be more stringent.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as specified in the A101 Agreement.

§ 13.6 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the designated representative as identified in the A101 Agreement, or to an officer of the corporation for which it was intended if the Designated Representative no longer works for that party and a new Designated Representative has not been identified; or if

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delivered at, or sent by facsimile, email, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile or email, or three calendar days after the date of postmark.

§ 13.7 STATUTES AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

§ 13.7.7 Tobacco-Free Environment. Pursuant to RCW 28A.210.310, smoking or use of any kind of lighted pipe, cigar, cigarette, vaping or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all school district property.

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has improperly not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

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

.1 refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make prompt payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority having jurisdiction;

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

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

.6 fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 3.4.3; or

.7 otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

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

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

.2 Accept assignment of subcontracts pursuant to Section 5.4;

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.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and

.4 Take or direct any or all of the actions in Section 14.5.1.

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

§ 14.5 EFFECTS OF TERMINATION BY OWNER

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

.1 stop Work under the Contract on the date and as specified in the Notice of Termination;

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

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

.4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;

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

.7 use commercially reasonable efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;

.8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and

.9 continue performance only to the extent not terminated.

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

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;

.2 any claim the Owner may have against the Contractor;

.3 an amount necessary to protect the Owner against outstanding or potential liens or claims; and

.4 the agreed price for or the proceeds of sale of any materials, suppliers or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner.

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the Owner and

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Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal or a Proposal Request, nor a notice of a potential or future Claim shall constitute a Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law and the time limits identified in this Agreement. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

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

§ 15.1.3.2 Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any Claim to the Owner and the Architect within fourteen days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. For all Claims, the Contractor shall submit a written Claim as provided herein within thirty days of submitting the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information referenced in Section 8.3.2) and shall provide data fully supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Contract Documents. The Contractor may delay submitting data by an additional fourteen days if it notifies the Owner in its Claim that substantial data must be assembled. Failure to properly submit the notice or Claim shall constitute a waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled and may not contain reservations of rights without the Owner's written approval; any such unapproved reservations of rights shall be without effect. Any Claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor. For the purposes of calculating such time periods, an "event giving rise to a Claim" is not a Request for Information but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time. Further, an "event giving rise to a Claim" is not the date that the Contractor received a Claim from a Subcontractor but is the event which gave rise to the Subcontractor's Claim. The fact that the Owner and the Contractor may consider, discuss or negotiate an untimely or waived Claim shall in no way be deemed to constitute a waiver of any notice or other provisions of the Contract Documents.

§ 15.1.3.3 All notices and Claims shall be made in writing as required by the Contract and shall be addressed to the Owner's Designated Representative identified in the A101. Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission, or knowledge, actual or constructive, of the Owner or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Directors. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal waiver approved by the Owner's Board of Directors. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and

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other reasons, the parties stipulate that the Owner is prejudiced by the Contractor's failure to timely submit notices and/or Claims as required by the Contract Documents, and that the Owner shall not be required to establish any actual prejudice in order to enforce the notice and Claim provisions of the Contract Documents.

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

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.4.2 [Not used.]

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim, and a Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the Contract Sum or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed to report the error or conflict to the Owner's Project Manager and Architect in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall be given, and a Claim must be made in accordance with this Article 15, or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

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

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of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 15.1.7 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 the Owner for rental expenses, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for interest or financing costs, and for loss of profit, except as explicitly allowed under the Contract Documents.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, or to preclude an obligation of the Contractor to indemnify the Owner for direct, indirect or consequential damages alleged by a third party.

§ 15.2 Initial Decision

§ 15.2.1 [Not used.]

(Paragraphs deleted)

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

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

§ 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service) in accordance with its Construction Industry Mediation Procedures then in effect. A request for mediation shall be made in writing and delivered to the other party to the Contract. Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 [Not used.]

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

§ 15.3.5 An officer of the Contractor and the Owner's Superintendent or designee must attend the mediation session with authority to settle the Claim, subject only to ratification by the Owner's Superintendent or Board of Directors. To the extent there are other parties in interest, such as the Architect or Subcontractors, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually

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agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

§ 15.4 Arbitration

§ 15.4.1 [Not used.]

(Paragraphs deleted)

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

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Aberdeen School District Capital Projects 2026
410 North G Street; Aberdeen, Washington 98520

...

Aberdeen School District No. 5
216 North G Street; Aberdeen, Washington 98520

...

TCF Architecture, PLLC
124 North I Street; Tacoma, Washington 98403

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

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

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

...

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

...

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

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

...

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~[Not used.]

§ 1.1.9 PROJECT MANUAL

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

...

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

§ 1.2.3 Unless otherwise stated in the Contract Documents, words not defined in the Contract Documents that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If the Contractor discovers that the Specifications, Drawings, or Project Manual fail to particularly describe the material or kind of goods to be used in any place or discovers an inconsistency or ambiguity between the Specifications, Drawings, or Project Manual or an inconsistency or ambiguity arises internally within the Specifications, Drawings, or Project Manual, then the Contractor shall make inquiry of the Architect as to what is intended and best suited. The material that a competent contractor would use in its place to produce first quality finished Work, following accepted construction industry standards, shall be considered a part of the Contract without adjustment to the Contract Sum or Contract Time.

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...

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered ~~articles, or~~ articles and identified references to Sections in this document, (3) the titles of other documents published by the American Institute of ~~Architects.~~Architects, or (4) published codes and standards.

...

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Specification and Drawing notes may include incomplete sentences where words such as "shall," "shall be," "the Contractor shall," and similar phrases shall be supplied by inference. The term(s) "approved," "or approved" and "as approved" mean approved by the Architect, and by any governing codes and officials, and by any quality standards specified as applicable to the work in question. "As directed" means as directed by the Architect or the Owner's Authorized Representative. The term "provide" means to furnish and install. The term "as required" or "as necessary" means as required by applicable codes or standards, and/or as may be required for proper completion of the work. Divisions and Sections included are listed in the "Table of Contents," together with the number of pages in each Section. The Contractor shall check its copies of the Specifications with the "Table of Contents" to ensure that they are complete.

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

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

...

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

§ 1.6.2 Notice of Claims and Claims as provided in ~~Section 15.1.3~~ Article 15 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of ~~delivery.~~delivery, or by electronic transmission.

...

~~The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service.~~ Contractor acknowledges that drawings, specifications, Instruments of Service, or any other information or

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documentation ~~in digital form.~~that Contractor receives in digital form, including but not limited to any BIM model or other documents, may contain transmission or translation errors and are issued for convenience only, and thus Contractor may only rely upon hard copy documents and stamped pdfs. Any electronic files other than stamped PDF files may be provided for the convenience of the Contractor only. Neither the Architect nor the Owner shall be liable for any inaccuracy or incompleteness in information contained in an electronic copy other than stamped PDF files of an Instrument of Service. Electronic files other than stamped PDF files are not Contract Documents and cannot be relied upon as identical to the Contract Documents. Use of information contained in electronic files other than stamped PDF files is at the Contractor's risk and without liability to the Architect or the Owner. The Contractor is required to execute the Architect's electronic document release to obtain the Instruments of Service other than hard copy and stamped pdf files.

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Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in an agreement required by the Owner or Architect, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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

§ 2.1.2 ~~The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~[Not used.]

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§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~[Not used.]

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor of undisputed amounts as the Contract Documents require; or (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when ~~due; or (3) a change in the Work materially changes the Contract Sum.~~ due and the Owner agrees. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. ~~However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided.~~ If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

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

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~free of charge any copies of the Contract Documents as are returned by bidders or as otherwise specified in the Contract Documents. Additional copies may be obtained at the cost of reproduction. Electronic files may be available from the Architect and may be subject to its terms.

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

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In the event such deficiencies threaten the health or safety of the Owner's employees, students or occupants, or exist within fourteen calendar days of

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the date on which the Owner is scheduled to begin to operate school at the Project site, the Owner may immediately proceed to correct such deficiencies without notice and without the ten-day cure period. Such action by the Owner and amounts charged to the Contractor ~~are both subject to prior approval of the Architect and the Architect may,~~ shall entitle the Owner and the Architect to, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Owner's exercise of its rights under this Section shall not adversely affect any warranties applicable to the Project.

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract ~~Documents.~~Documents and submittals approved or accepted pursuant to Section 3.12. The Contractor shall comply with any applicable requirements of the Office of the Superintendent of Public Instruction and any applicable requirements related to Washington Sustainable Schools Protocol.

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

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of and verify any existing conditions related to that portion of the Work, including all general reference points and any interfering existing conditions, and shall observe any conditions at the site affecting ~~it.~~ it and shall carefully compare and verify such field measurements and conditions and other information known to the Contractor

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with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of any design errors or omissions or inconsistencies noted by the Contractor, or clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit any Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

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

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

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

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

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

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

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of installation so as to coordinate all Work without delay or revision. The Contractor is responsible for coordination of all the Drawings related to specific locations. The Contractor shall establish and maintain existing lot lines, restrictions, existing survey markers of any kind, and bench marks. The Contractor shall establish and maintain all other lines, levels and bench marks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. The Contractor shall employ a professional land surveyor registered in the State of Washington to initially lay out and be responsible for the accuracy of the Work and to create and submit to the Owner an as-built survey and accurate utility as-builts for use by the Owner. The Contractor shall provide an as-built surveyed site plan noting all site improvements, including but not limited to building corners, storm, sewer, drains, grade and invert elevations, edge of pavement, signs, markings, back of curb, and sidewalks.

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

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

§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the~~ After the Contract has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only as described in the Specifications and following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the Contract Sum or Contract Time. The Contractor may make substitutions only with the explicit written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or if not equal or better in all respects, the Contractor shall identify such deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the Contract Sum or Contract Time related to the substitution, that it has coordinated with affected Subcontractors, that the substitution will not impact other parts of the Work, and that the Contractor will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Contractor will be responsible for the reasonable costs of any time the Owner and/or the Architect expend in reviewing a substitution request. Neither the Owner nor the Architect will be responsible for the performance of the substituted product.

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

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§ 3.4.3.1 No employees of either the 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 or the Owner's staff, nor create an intimidating, hostile or offensive environment. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable at no change to the Contract Sum or Contract Time. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 3.4.3.2 Any employees of the Contractor and Subcontractors who will have regularly scheduled unsupervised access to children shall be subject to a record check through the Washington state patrol criminal identification system under RCW 43.43.830 through 834, RCW 10.97.030, and RCW 10.97.050 and through the Federal Bureau of Investigation before the Contractor permits them to have such access to children. The Owner shall also have the right to require such a record check of any employee of the Contractor or a Subcontractor of any tier. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. The Owner shall provide necessary cooperation associated with required record check. When necessary, applicants may be employed on a conditional basis pending completion of the investigation. If the applicant has had a record check within the previous two years, the Owner or the Contractor may waive the requirement. The Owner, pursuant to RCW 41.59 and RCW 41.56, shall pay costs associated with the record check as part of the Contract Sum.

§ 3.4.4 Prevailing Wages.

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

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

§ 3.4.4.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and that director's decision therein shall be final and conclusive and binding on all parties involved in the dispute.

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

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

§ 3.4.6 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296 307 560 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. The Contractor shall not be entitled to an increase in the Contract Time or Contract Sum arising from its failure or alleged failure to comply with this statute or regulation.

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

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

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

§ 3.4.10 Apprenticeship.

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

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

§ 3.4.10.3 "Labor Hours" means the total hours of workers receiving an hourly wage who are directly employed on the site of the public works project. "Labor hours" includes hours performed by workers employed by the Contractor and all Subcontractors working on the Project. "Labor hours" does not include hours worked by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements of RCW 39.12.

§ 3.4.10.4 During the term of this Contract, the Owner may adjust the apprenticeship labor hour requirement upon its finding or determination that includes:

(1) A demonstration of lack of availability of apprentices in the geographic area of the Project;
(2) A disproportionately high ratio of material costs to labor hours that does not make feasible the required minimum levels of apprenticeship participation;
(3) Demonstration by participating contractors of a good faith effort to comply with the requirements of RCW 39.04.300, 39.04.310 and 39.04.320;
(4) Small contractors or subcontractors (e.g., small or emerging businesses) would be forced to displace regularly employed members of their workforce;
(5) The reasonable and necessary requirements of the Contract render apprentice utilization infeasible at the required level (e.g., the number of skilled workers required and/or limitations on the time available to perform the Work preclude utilization of apprentices); or
(6) Other criteria the Owner deems appropriate, which are subject to review by the office of the Governor.

§ 3.4.10.5 The Contractor shall report apprentice participation to the Owner at least monthly, and directly to L&I through its on-line portal, on forms provided or approved by the Owner. In addition, copies of monthly certified payroll records may be requested to document the goal including copies with any birthdates and social security numbers (and any other sensitive personal information) redacted so as such copies may be used to respond to any public records requests. The reports shall include:

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(1) The name of the Project;
(2) The dollar value of the Project;
(3) The date of the Contractor's notice to proceed;
(4) The name of each apprentice and apprentice registration number;
(5) The number of apprentices and labor hours worked by them, categorized by trade or craft;
(6) The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
(7) The number, type, and rationale for the exceptions granted.

§ 3.4.10.6 To comply with the changes to RCW 39.04.320 that are effective as of January 1, 2020, the following provisions also apply:

(1) This Section 3.4.10 specifies that the 39.04.320 apprenticeship goals should be met;
(2) The Owner shall provide a monetary incentive of One Thousand Dollars for meeting these goals;
(3) The Contractor shall pay a monetary penalty of One Thousand Dollars for not meeting these goals;
(4) The Owner is not in a position within existing resources to identify an expected cost value to be included in the bid associated with meeting these goals; and
(5) Contractor and its Subcontractors are not required to exceed these apprenticeship utilization requirements.

§ 3.4.11 Certified Payrolls

§ 3.4.11.1 Contractor and its Subcontractors of all tiers shall submit monthly certified payrolls in accordance with RCW 39.12.120.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise. The Contractor further warrants that the Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or explicitly permit. Work, materials, or equipment not conforming to these ~~requirements may be considered defective. The~~ requirements, including substitutions not properly approved and authorized, is considered defective. Unless such actions are caused by or are the responsibility of the Contractor, the Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed or supervised by or through the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance, final payment, and the correction period identified in Section 12.2.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall secure, assign if requested by the Owner, and furnish directly to the Owner all written warranties required by the Contract Documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials for the Work, and subsequently countersigned by the Contractor, which shall extend to the Owner all rights, claims, benefits and interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work. Prior to furnishing Owner with written guarantees and warranties, and at least thirty days prior to ordering the warranted material or equipment, the Contractor shall provide copies to the Architect for review.

...

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

...

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall coordinate and schedule all Work with entities with jurisdiction over the site, permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner informed of communications from these authorities and utilities. The Owner may assist the Contractor with such coordination and scheduling, but the Owner is not responsible for any delays caused by such permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work at the Contractor's expense. The Contractor is responsible for providing information and fees to the Department of Labor and Industries.

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

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If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in any soils reports or other reports made available by the Owner to the Contractor or in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~ three working days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or ~~both.~~ both, consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and ~~Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~ Contractor. Any Claim of the Contractor arising from the Architect's determination or recommendation shall be made in accordance with the dispute resolution procedure in Article 15. No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to its executing the Contract.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall ~~notify the Owner and Architect.~~ immediately notify the Owner and Architect by telephone call and email. Upon receipt of such notice, the Owner by telephone call and email

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shall promptly cooperate with each other and take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations that may affect the human remains, burial markers, archaeological sites or wetlands until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract ~~Time~~ Time, if any, arising from the existence of such remains or features ~~may~~ must be made as provided in Article 15. Any provision in an inadvertent discovery plan referenced within the Contract Documents shall override any inconsistent provisions in this Section 3.7.5.

...

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

...

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

...

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual reasonable costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under ~~Section 3.8.2.2.~~ Section 3.8.2.2, except where the allowance is based upon a unit price specified in the Agreement.

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the allowance, the Contract Sum will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written notice of its intent to commence the use of an allowance item, must notify the Owner monthly of the status of the use of the allowance item with each payment application, and must also notify the Owner with at least two weeks advance notice before the Contractor reaches the contractual value of an allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs), before exceeding an allowance amount. If the Contractor fails to provide such advance notices to the Owner, then the Owner shall not be responsible for any costs incurred in excess of the allowance amount.

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

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§ 3.9.1 The Contractor shall employ a computer-literate, experienced, competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Contractor shall also employ a computer-literate, experienced, competent project manager and project engineer. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Contractor shall use an experienced superintendent, who shall be an employee of the Contractor and shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. The project manager shall also be an employee of the Contractor.

§ 3.9.2 The Contractor, ~~as soon as practicable~~ within seven days after award of the Contract, shall notify the Owner and Architect in writing of the name and qualifications of a proposed ~~superintendent. Within 14 days~~ project manager, project engineer and superintendent. Within a reasonable time of receipt of the information, the Owner or Architect

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may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed project manager, project engineer or superintendent or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within ~~the 14-day period~~ a reasonable time shall constitute notice of no reasonable objection. Within ten days after issuance of the conditional Notice to Proceed, the Contractor shall also furnish to the Architect and Owner:

.1 A chain-of-command organizational chart which includes all supervisory personnel, including the project manager, the project engineer and the superintendent, assistant superintendent and lead foreman, that the Contractor intends to use on the Work. The chart shall specify any limits of authority for each person, including any limitation on that person's ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, contract time, and issues affecting quality of the Work.

.2 Complete résumés, including all past and current projects, for the project manager, the project engineer and the superintendent. The Owner intends to review the résumés and verify references, and it reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the Contract Sum or Contract Time.

.3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner has the most current information.

§ 3.9.3 The Contractor shall not employ a proposed project manager, project engineer or superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the ~~superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~project manager, project engineer or superintendent without the Owner's consent. The Contractor shall also have available for work on site experienced, skilled workers, such as carpenters, laborers, and erection specialists, to perform work as needed. The Owner reserves the right, after consultation with the Contractor, to require the Contractor to replace a superintendent, project engineer, project manager or other assistants if the Owner determines that such replacement is in the best interests of the Project. The Owner shall exercise such right in a reasonable manner. The Owner shall be entitled to exercise the same rights concerning any replacement.

...

§ 3.10.1 The Contractor, promptly and within ten days after being awarded the Contract, shall submit for the Owner's and Architect's information a ~~Contractor's construction schedule for the Work. The schedule shall~~ preliminary Contractor's construction schedule for the Work consistent with the requirements of the Contract Documents. Prior to submitting its first Application for Payment, the Contractor, after consultation with its Subcontractors, shall submit two hard color copies and an electronic copy of the Contractor's construction schedule consistent with the requirements of the Contract Documents. The Owner may withhold up to ten percent of any progress payment until a satisfactory schedule is submitted. The schedule shall be related to the entire Project and shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; ~~and~~ (3) the time required for completion of each portion of ~~the Work.~~ the Work; and (4) any other information required by the Contract Documents. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at ~~appropriate intervals~~ least monthly and as required by the conditions of the Work ~~and Project,~~ and Project. The Contractor shall allocate in the schedule of values a separate line item in the amount of at least one-half of one percent (.5%) of the Contract Sum for scheduling, which shall cover both the initial schedule and all monthly updates. The Contractor shall request payment for the monthly update line item with each Payment Application, based upon the percentage completion of the Project. For any month that the Contractor fails to submit an updated schedule, the Contractor shall not be entitled to any payment for scheduling for that month, and the percentage of the scheduling line item represented by that month's percentage of completion of the Work shall be permanently deducted from the Contract Sum by Change Order.

§ 3.10.1.1 Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Contractor's construction schedule or the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Contractor's construction schedule and the action being taken to correct the delay. Notification of potential delay does not constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time.

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The Contractor shall comply with Article 15 with regard to any delays that it believes are the responsibility of the Owner or are otherwise the subject of a Claim for additional Contract Time.

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

§ 3.10.1.3 To the extent that the Contractor or any Subcontractor or material supplier of any tier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Contractor's construction schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts at no cost to Owner.

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

§ 3.10.3 The Contractor shall perform the Work in ~~general~~ accordance with the most recent schedules submitted ~~to the Owner and Architect~~ to the Owner and Architect and shall promptly notify the Owner and Architect of any material deviations from those schedules. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work, in the form of a precedence diagram and activity listing and time-scaled, all in accordance with the Contract and within the Contract Time. The Contractor shall utilize scheduling software for its CPM scheduling. The Schedule shall be resource loaded and provided to the Owner in its native electronic, readable format. It shall include the Date of Commencement, any milestone dates identified in the Specifications, mock-up dates, key commissioning dates, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Schedule shall be updated monthly and submitted with the Contractor's Application for Payment. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule.

§ 3.10.4 The Contractor shall not be entitled to any adjustment in the Contract Time, the Contractor's Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule. To ensure that the Owner is substantively aware and effectively able to mitigate any Project delays, the Contractor shall not be entitled to any extension of time, compensable or otherwise, for any delay that occurred during any time the Contractor has not timely submitted an updated Construction Schedule as required by the Contract Documents.

§ 3.10.5 Any float time to activities not on the critical path shall belong to the Project, and may be used by the Project to optimize its construction process. Any float time between the end of the final construction activity and the final completion date shall belong to the Owner, and may be used by the Owner in determining if additional contract days are to be awarded for changes in the contract or for delays to the contract caused by the Owner. The Contractor will not be entitled to any adjustment in the Contract Time, the Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the Owner's use of float time between the end of the final construction

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activity and the final completion date or be reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

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

.1 A preconstruction meeting;

.2 Regular weekly on-site Project status meetings scheduled by the Owner or by the Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and

.3 Other meetings scheduled from time to time by the Owner or by the Architect to review progress of the Work and other pertinent matters.

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

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

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

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

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

...

.1 Each submittal shall bear a stamp or specific written indication that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. The Contractor's superintendent must initial each submittal. Submittals that are simply passed through by the Contractor's clerical staff are not sufficient to meet these requirements.

.2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification Section and paragraph number(s), material, supplier, pertinent data such as catalog numbers and the use for which it is intended.

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

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

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

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided by the Owner or Architect in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written

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approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and accept or approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

...

§ 3.12.11 Mechanical and other systems shown in the Drawings are diagrammatic. (Other Drawings may also be diagrammatic.) The Contractor shall provide dimensioned Shop Drawings and details for all plumbing piping, ductwork, heating system piping, underground hot water piping, hot water boilers, and accessories to indicate complete systems. Shop Drawings shall be to 1/4" = 1'-0" minimum scale in all mechanical rooms, boiler rooms, as well as where accuracy or location is necessary for coordination or installation purposes. Ductwork Shop Drawings shall include a separate drawing to not less than 1/4" = 1'-0" scale showing all duct penetrations through structure (floors, roof, and walls) dimensioned, and all equipment locations, weights and pad details for all HVAC equipment. Critical dimensions of all equipment pad, and pipe or duct penetrations through structure shall be included.

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

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

...

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

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the ~~Contractor.~~Contractor for any clean-up costs. The Contractor shall only use waste receptacles provided by the Contractor and shall appropriately dispose of any waste material off site.

...

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

...

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

...

§ 3.18.1 To the fullest extent permitted by ~~law, the Contractor shall~~ law and subject to the conditions of this Section 3.18, the Contractor shall defend, indemnify and hold harmless the Owner, its board members, officials, officers, directors, employees, consultants, Project Manager, students, and volunteers, the Architect, Architect's consultants, and agents and ~~employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees,~~ employees, 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, arising out of or resulting from or connected to performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a ~~Subcontractor,~~ Subcontractor of any tier, their agents and anyone directly or indirectly employed by any of them, or anyone for whose acts they may be ~~liable,~~ liable ("Indemnitor"), regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

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

§ 3.18.1.3 If such claims are caused by or are resulting from the concurrent negligence of (i) the Indemnified Parties or the Indemnified Parties' agents or employees, and (ii) the Contractor or the Contractor's agents or employees, then the Contractor shall be obligated to defend, indemnify, and hold harmless the Indemnified only to the extent of the Indemnitor's negligence.

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

§ 3.18.1.5 The obligations of the Contractor under this Section 3.18 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 3.18. To the extent the wording of this Section 3.18 would reduce or eliminate any available insurance coverage of the Contractor or the Owner, this Section 3.18 shall be considered modified to the extent that such insurance coverage is not negatively affected.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a ~~Subcontractor,~~ Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the

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parties, the Contractor waives immunity as to the Owner, the Architect, and their respective consultants only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER AS PART OF ITS BID, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.
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§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor,~~ Owner and Architect. Consent shall not be unreasonably withheld.
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§ 4.2.1 The ~~Architect will provide~~ Owner's Project Manager will administer the Owner-Contractor Agreement. The Architect will assist in providing administration of the Contract as described in the Contract Documents and will be an Owner's representative but not the Owner's agent during construction until the date the Architect issues the final Certificate for ~~Payment.~~ Payment and from time to time during the one year period for correction of Work. The Architect will have authority to act on behalf of the Owner only to the extent provided ~~in the Contract Documents~~ in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. Neither the Architect nor the Owner's Project Manager is an agent of the Owner and neither is authorized to agree on behalf of the Owner to changes in the Contract Sum or Contract Time, nor to waive provisions of the Contract Documents, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time except that the Owner's Designated Representative may issue Construction Change Directives in accordance with Article 7.

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. ~~The Architect will not~~ Neither the Architect nor the Owner will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. ~~The Architect will not~~ Neither the Architect nor the Owner will have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. Neither the Architect nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between the Contractor and third parties.

...

The Owner and Contractor shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Contractor shall simultaneously provide the Owner's Project Manager with a direct copy of all written communications the Contractor makes to the Architect, including all notices, requests, transmittals, substitutions, RFIs, Claims, and potential changes in the Contract Sum or Contract Time but not including Shop Drawings, Product Data or Samples. Claims must be directed to the Owner's Designated Representative. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the ~~Contractor.~~ Contractor except as provided in the Contract Documents. Communications

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by and with Separate Contractors shall be through the ~~Owner.~~ Owner's Project Manager. The Contract Documents may specify other communication protocols. Communications may be simultaneously copied to other recipients.

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

§ 4.2.6 ~~The Architect has~~ Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor ~~of any change in the~~ in writing of any changes to the duties, responsibilities and limitations of authority of the Project representatives that are described in the Contract Documents. Without such written notification, the duties, responsibilities and limitations of authority of the Project ~~representatives.~~ representatives are as described in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the ~~Contract Documents~~ Drawings and Specifications and any modifications thereto on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2.11, then delay shall not

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be recognized on account of failure by the Architect to furnish such interpretations until fifteen days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance of the Contract Documents by both Owner and Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

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

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

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

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

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

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

§ 5.1.5 Responsible Subcontractor: This designation reflects a person or entity who is qualified and can document training, experience, license, and special certification to perform Work, supply materials, or provide equipment required and specified by the Contract Documents.

...

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ Within ten days after the Owner's issuance of the Conditional Notice to Proceed, the Contractor shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the ~~Work.~~ Work (i.e., at least 2% of the Contract Sum), including those who are to furnish materials or equipment fabricated to a special design. ~~Within 14 days of receipt of the information, the~~ The Contractor shall organize this list of Subcontractors in the same sequence as the Index of Specification Sheets, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces), including the address, telephone number, individual name of the project contact, and that person's email address. The list shall be accompanied by evidence of any qualifications required within the technical sections of the Project Manual and satisfactory to the Architect and Owner. The list shall be updated promptly as part of the payment process if additional Subcontractors of any tier are engaged. If the Agreement is executed, no progress payment will become due until this information is so furnished. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors of any tier shall constitute approval of any Subcontractor of any tier or of its performance. The Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. "Reasonable objection" shall include without limitation lack of "responsibility" of the proposed Subcontractor, as defined in statutes, the Contract Documents or the

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bidding documents, or lack of qualification as required within the bidding documents or the technical sections of the Project Manual. Failure of the Architect to provide notice within ~~the 14-day period~~ a reasonable period of time shall constitute notice of no reasonable objection. If the Owner makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the ~~Contractor,~~ Contractor or a Subcontractor as not "responsible," the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was qualified, "responsible" and reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be ~~issued before commencement of the substitute Subcontractor's Work.~~ issued. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting ~~names as required.~~ qualified names as required and no increase in the Contract Sum or Contract Time shall be allowed for such change (1) if the Owner reasonably concludes that a proposed Subcontractor of any tier has materially failed to perform satisfactorily (such as causing a material delay) on one or more projects for the Owner within three years of the bidding date or is otherwise not "responsible" as defined in the Contract Documents, the bidding documents, or RCW 39.26.160(2) or 39.04, (2) if the proposed Subcontractor is not qualified as required within the technical sections of the Project Manual, or (3) the proposed Subcontractor is different from the entity listed with the Bid. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the Contract Sum and Contract Time. The Contractor's listing or use of any Subcontractor that is not "responsible" shall be sufficient cause for the Owner to declare that the Contractor is not a responsible bidder, unless the Contractor agrees to substitute a responsible Subcontractor at no change to the Contract Sum or Contract Time.

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

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

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

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

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

§ 5.2.9 The Contractor shall provide, and shall cause its Subcontractors of any tier to provide, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and WISHA requirements, and the Contractor shall, and shall cause applicable Subcontractors of any tier to, indemnify, defend and hold harmless the Owner from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of the Contractor or a Subcontractor of any tier to have complied with any such requirements in any respect.
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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any Subcontractor, and a Subcontractor and any sub-tier Subcontractor, upon request.

...

.1 assignment is effective only after termination of the Contract by the Owner ~~for cause~~ pursuant to Section 14.2 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor;~~ Contractor in writing; and

...

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than ~~30 days,~~ sixty days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

§ 5.5 LIENS

§ 5.5.1 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that the Owner has paid the Contractor for such. The Contractor shall furnish to the Owner such releases of liens and Claims and other documents monthly with its payment

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application to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are furnished. The Contractor may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or Claims.

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

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

...

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

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

§ 6.2.3 The Contractor shall reimburse and indemnify the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~To the extent that RCW 4.24.115 applies, the obligations of the Contractor under this Section 6.2.3 shall apply solely to the extent of the Contractor's negligence. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no Claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents or known to the Contractor prior to submitting its bid. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into its construction schedule.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

...

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

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If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect will~~ allocate the cost among those responsible.
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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations and qualifications stated in this Article 7 and elsewhere in the Contract Documents.

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

...

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

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

...

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

...

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

§ 7.2.2 Notwithstanding anything to the contrary in the Contract Documents, pursuant to RCW 39.04.360, a Change Order shall be issued by the Owner for any undisputed and properly completed additional Work within thirty (30) days after completion of such additional Work. Within ten (10) days of receipt of such a Change Order, the Contractor and its Subcontractors must issue corresponding change orders to lower-tier Subcontractors impacted by such Change Order.
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§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in

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the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Owner's use of a Construction Change Directive does not constitute agreement that the directive constitutes a change in the Work, the Contract Sum, or the Contract Time. The Owner or Architect may also issue a Field Authorization, or the Owner, Architect, and Contractor may agree to a Construction Change Authorization, to effectuate Changes in the Work. For any change in the Work, whether initiated by a Construction Change Directive, Field Authorization, Construction Change Authorization, or a Change Order Proposal, the Contractor must submit its proposed price and any proposed extension of the Contract Time to the Owner within seven days of the date of the Construction Change Directive, Field Authorization, Construction Change Authorization, or a Change Order Proposal. If the Contractor fails to submit a proposed price and time within this time period, the Owner may establish what it believes to be the fair price of the changed Work, and any additional Contract Time, and this price and time submitted by the Owner shall be final and binding upon the parties, as if they had signed a Change Order in this amount, without recourse to submitting any claims or litigation. Payment for any Changes to the Work shall not exceed the labor and equipment indicated on the daily work logs.

...

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

...

.3 Cost to be determined in a manner agreed upon by the parties (accompanied by the Contractor's itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or

...

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, ~~the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present,~~ or if the cost is to be determined under Section 7.3.3.3, the Contractor shall provide a not-to-exceed price for the Construction Change Directive Work within seven days of receipt of the Construction Change Directive, and the Contractor shall keep and present, itemized in the categories of Section 7.5 and in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. ~~Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~

~~.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~

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

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

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

~~.5 Costs of supervision and field office personnel directly attributable to the change.~~

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor ~~may~~ must provide notice and make a Claim in accordance with applicable provisions of Article ~~15.~~15 or such claim will be waived.

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

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be determined by the Architect in accordance with the provisions of the Contract Documents. The ultimate adjustment shall not exceed the larger amount submitted.

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, ~~the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~ and provided that any reservations of rights regarding the Construction Change Directive have been initialed by the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

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

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The Architect or the Owner may order minor changes in the Work (sometimes called a Design Clarification) that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's or Owner's order for minor changes shall be in writing. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and Architect and shall not proceed to implement the change in the ~~Work.~~ Work unless directed otherwise in writing by the Owner. If the Contractor continues to believe that such order, or the response to a Request for Information, causes an increase in the Contract Sum or Time, the Contractor must properly submit a notice and Claim pursuant to Article 15. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Owner and Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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§ 7.5 PRICING COMPONENTS

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

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

.1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe benefits paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide copies of certified payrolls for itself and Subcontractors of any tier upon the Owner's request.

.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.

.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

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

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

§ 7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia (copies of which shall be provided to the Owner), as modified by the AGC/WSDOT agreement or the actual, reasonable rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 70% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If more than one rate is applicable, the best available rate shall be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition shall have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, shall be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the changed Work shall be no more than 50% of the rate established above. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

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

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.1 Contractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.1.1.2, and subject to audit) of any changes in the Contractor's liability insurance arising directly from the changed Work, which shall not exceed 1% of the cost of the Changed Work; and

.2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.1.2, and subject to audit) of the change in the Contractor's premium for the Contractor's statutorily required performance and payment bond arising directly from the changed Work, . \\which shall not exceed 1% of the cost of the Changed Work, and any such premiums for the Changed Work on Subcontractor bonds that have been contractually required by the Owner. The Contractor is not entitled to any increased premium on any retainage bond or any Subcontractor bond not contractually required by the Owner, as such bonds are optional.

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

§ 7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors, or payments made to sub-tier Subcontractors, for changed Work performed by such Subcontractor. The cost of changed Work for a Subcontractor of any tier shall be determined in the same manner as prescribed in this Section 7.5.

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

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

.2 The Contractor shall receive 7% of the amount owed (less fee) directly to a first-tier Subcontractor or first-tier supplier for materials supplied or for Work properly performed by that Subcontractor or supplier.

.3 Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or Work performed by its own forces.

.4 Each Subcontractor of any tier shall receive 6% of the amount (less fee) it properly incurs for materials supplied or Work properly performed by its suppliers or subcontractors of the next lower tier.

.5 The Contractor and its Subcontractors of any tier shall receive 5% of any amounts owed to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractors, for Work performed by that remote, sub-tier subcontractor.

.6 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4.

.7 The total summed Fee of the Contractor and all Subcontractors of any tier shall not exceed 23% of any amounts owed to any remote, lower-tier Subcontractors that are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractor(s), for Work performed by that remote, lower-tier Subcontractor. If the Fee would otherwise exceed 23%, the Contractor shall proportionately reduce the Fee percentage for the Contractor and all Subcontractors except for the Subcontractor supplying material or performing Work with its own forces. None of the fee percentages authorized in this Section 7.5.6 may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a further deduction. If the changed Work is performed by a wholly-owned subsidiary or by a company with common ownership interests (i.e., at least 50% similar ownership) of the Contractor or any Subcontractor, then only the entity performing

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the changed Work may receive a Fee per the above schedule and the higher-tier company shall not be entitled to any Fee. The parties acknowledge that the fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate the Contractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Contractor for some Changes compensates the Contractor for any Changes for which the Contractor believes the percentage is otherwise insufficient.

§ 7.5.7 The Owner and Contractor agree that the cost of any changed Work or of any other increase or decrease in the Contract Sum, including a Claim, shall not include, among other similar things, consultant costs, attorneys' fees, or Claim preparation expenses, as such matters are not recoverable from the Owner.

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§ 8.1.2 The date of commencement of the Work is the date established ~~in the Agreement.~~ by the Owner in its conditional notice to proceed, which may not be issued until the Contractor has complied with the terms of the notice of award the Contract. Work on the site may begin when the Contractor complies with the requirements of the Conditional Notice to Proceed. Within ten days of issuance of the Conditional Notice to Proceed, the Contractor shall submit the executed contract, evidence of bondability, certificates of insurance, and all other documents required by the Contract Documents.

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

...

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

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

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

§ 8.2.6 Any provisions in the Contract for liquidated damages shall not relieve or release the Contractor from liability for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

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

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the ~~Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties,~~ Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time; (3) by unexpected industry-wide labor disputes, fire, seismic event, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Contractor); delays caused by a local jurisdictions' scheduled days off shall not be considered an excusable delay), unavoidable casualties, unanticipated, abnormal and adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the ~~Architect~~ Owner determines, justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine.~~ by Change Order for such reasonable time, limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby, as the Owner may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of time absent proof of (1) delay to an activity on the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

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

...

.1 If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not an increase in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum. The Contractor shall be entitled to a change in the Contract Sum only if the delay was caused by the Owner or the Architect, or anyone acting on behalf of them. The Contractor shall not recover damages, an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the Contract Sum, provided it is consistent with the terms of the Contract Documents, only if the delay directly impacts the critical path, could not have reasonably been avoided, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the Contract Sum for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.

.2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5.6, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall not exceed the daily liquidated damage rate specified in the Contract Documents due the Owner for the Contractor's delay in achieving Substantial Completion. By submitting its bid on the Work and executing the Agreement, the Contractor represents that it would be difficult if not impossible to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and that these liquidated damages (as a maximum daily delay amount) are a reasonable estimate of the maximum extent of its loss. No damages shall be allowed for any time prior to fourteen days before receipt of written notice of the Claim of the delay pursuant to Article 15.

.3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint

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occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.6 and any liquidated damages paid hereunder.

.4 The Contractor shall not be entitled to any adjustment in the Contract Time or the Contract Sum, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

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§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (e.g., more than fifty percent) so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices but not the Contract Time or any other portion of the Contract Sum shall be equitably adjusted.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and Owner at least fourteen days before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner or Architect. At a minimum, the Work shall be itemized by Specification section or system, separate values for labor, materials and equipment shall be provided, and line items on the schedule of values shall be tied to the Contractor's schedule. Quantities shall be provided for each section or system of the Work. The Contractor shall itemize and prepare the schedule of values for approval by the Owner with respect to form, content, and level of detail. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and Architect and supported by such data to substantiate its accuracy as the Owner or Architect may require, and unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

.1 Mobilization shall be a maximum of one-half of one percent (0.5%) of the Contract Sum, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner.

.2 Payment applicable to the expenses of Contractor's bond and/or any contractually required builder's risk insurance will be made only upon receipt of paid invoices from surety and/or insurance carrier.

.3 No payment will be made for shop drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, and fire alarm shop drawings that have been reviewed and accepted by the Architect.

.4 The schedule of values shall allocate at least two percent (2%) of the Contract Sum to Commissioning, as defined in the Contract Documents.

.5 The schedule of values shall also allocate at least three percent (3%) of the initial Contract Sum as a separate line item for that portion of the Work between Substantial Completion and Final Completion to be entitled "Final Documentation and Punchlist Completion," which shall include without limitation punchlist completion and furnishing all deliverables, which will be earned and distributed as follows: half shall be allocated for the completion of the punchlist work; one-quarter shall be allocated for completion of approved operations and maintenance data as defined in the Contract Documents; and one-quarter shall be allocated for completion of approved record documents, warranties and bonds, delivery of extra stock, and all other documentation or items of the Work required for Final Completion and final payment. This percentage is not the statutory retainage described in Section 9.3.4 or any other retainage but rather requires the Contractor to recognize that the Contractor and its Subcontractors will expend significant costs in advancing the Work from Substantial Completion to Final Completion, and that this amount is not earned until Final Completion of the Work is accomplished. At its sole discretion, the Owner may release portions of these amounts progressively as items are completed.

.6 Itemize separately line item costs for permits, bonds, insurance, layout and supervision, scheduling, and temporary facilities.

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§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ Progress payments will be made monthly for Work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment. The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of ~~values, if required under Section 9.2,~~ values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, shall meet the requirements of this Article 9, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~ **Draft Application.** Within the first ten days of each month, the Contractor shall submit to the Architect a report on the current progress of the Work as compared to the Contractor's Construction Schedule, an updated Construction Schedule, and a draft, itemized application for payment for Work performed during the prior calendar month on a State of Washington Application for Payment on Contract form approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next ten days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

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

§ 9.3.1.3 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, also within the same ten-day period, submit to the Owner, Project Manager and the Architect along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of ~~payment.~~ payment (except that title to demolition removed from the site shall not pass to the Owner). The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Retainage.

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

.1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty days following the Final Acceptance of the Work as completed and as provided in Section 9.10.6; or

.2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty days following Final Acceptance of the Work as completed and as provided in Section 9.10.6; or

.3 Placed in escrow with a bank or trust company and not subject to release until sixty days following the Final Acceptance of the Work as completed and as provided in Section 9.10.6.

.4 If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of "A-" or better and a financial rating of no less than "VII," and signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor, per RCW 60.28, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

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§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's approved Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

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

...

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~

.7 ~~repeated~~ unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents

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

.9 failure to submit affidavits pertaining to wages paid as required by statute;

.10 failure to submit a properly updated Construction Schedule;

.11 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;

.12 liquidated damages;

.13 failure to properly maintain and submit as-builts;

.14 failure to properly submit daily construction records;

.15 failure to properly submit certified payrolls; or

.16 failure to properly submit any other documents required of the Contractor under the Contract Documents.

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§ 9.5.4 ~~If the Architect withholds certification for payment under Section 9.5.1.3, the~~ The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," the Contractor will not receive any payment until the Contractor and all Subcontractors of any tier for whom payment is sought have submitted state-approved "Statements of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The statement must include

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the Contractor's registration number, the number of workers in each trade classification, and the applicable wage rate for each trade listed. The Contractor agrees to provide each Subcontractor of any tier with a schedule of applicable prevailing wage rates. The Contractor and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

...

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

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

...

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

...

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of ~~Work not in accordance with the Contract Documents.~~Work.
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§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. ~~Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor.~~ If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property or retainage against which the lien or other claim for payment has been asserted.

...

If the Architect ~~does not~~ improperly fails to issue a Certificate for Payment, through no fault of the Contractor, within ~~seven~~ fifteen days after receipt of the Contractor's timely, complete and approved Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~ fifteen days after the date established in the Contract Documents, the amount ~~certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven~~ due and owing to the Contractor, then the Contractor may, upon fifteen additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. This right to stop Work does not apply in the case of the failure to issue a Certificate of Payment for amounts in dispute. The Contract Time shall be extended

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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and ~~start-up.~~ start-up as provided for in Section 7.5 of these General Conditions, plus interest as provided for in the Contract Documents.

...

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

(1) Obtain applicable occupancy permits, including any fire/life safety systems and health department approval, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.

(2) Submit the Contractor's punch list of items to be completed or corrected and written request for inspection.

(3) Complete final start-up, testing, and commence instruction and training sessions on all major building systems including HVAC and controls, intercom, data communications, fire alarm, telephone, fire sprinkler, security, clocks, and establish a Date of Commissioning.

(4) Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.

(5) Discontinue or change over and remove unnecessary temporary facilities and services from the project site.

(6) Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.

(7) Complete final cleaning.

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

§ 9.8.1.1 Date of Commissioning of Operational Systems. The systems of the Work so designated in the Contract Documents are considered "Operational Systems." Unless otherwise specified in the Contract Documents, the Operational Systems include the HVAC system, the data communications system(s), the intercom system, the life safety system(s), the clock system, the telephone system, and the security system. When the Contractor considers that the Operational Systems are complete and fully functional, up and running and ready for normal operation and any functional performance testing as specified for each phase, and after all pre-commissioning checklists have been completed, the Contractor shall so notify the Architect and the Owner in writing a minimum of thirty days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect or the Owner's Commissioning Agent will then schedule a pre-commissioning inspection and observe the functional performance tests of these systems identified in the Contract Documents to determine whether the Operational Systems are complete and ready for normal operation. If the inspection discloses that the Operational Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect or the Owner's Commissioning Agent. The Contractor shall then submit a request for another inspection to determine completion of the Operational Systems and pay the costs associated with the reinspection, including fees of any commissioning agent and the Architect and its consultants. When the Operational Systems are complete, the Architect or the Owner's Commissioning Agent will notify the Owner in writing, which

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shall establish the Date of Commissioning. Training of Owner personnel shall not begin until the Date of Commissioning and shall be conducted prior to departure of the installing entity from the site by appropriate Subcontractor personnel who are knowledgeable with the construction and operation of each system. Warranties on the Operational Systems required by the Contract Documents shall commence on the Date of Commissioning for the entire Project, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the systems until Final Acceptance. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

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

§ 9.8.1.3 Beginning ninety days before the scheduled date of Substantial Completion, the Contractor shall prepare reports weekly, identifying items to be completed in order to obtain required certificates of occupancy and make recommendations to the Owner with respect to effectuating the earliest possible completion. The Contractor shall include this report as a schedule item on its CPM schedule.

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

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

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

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designated portion, again request an inspection, and pay the costs associated with the re-inspection, including Architect and consultant fees.

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

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punchlists with respect to the activity of each Subcontractor and report weekly to the Owner on all outstanding uncompleted items.

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§ 9.9.1 The Owner may upon written notice to the Contractor take possession of, operate, occupy or use any completed or partially completed portion of the Work at any ~~stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project.~~ stage. Such partial occupancy or use may commence whether or not the portion is substantially ~~complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.~~ complete. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial or Final Completion, nor establish a date for termination or partial termination of the running of liquidated damages, nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Substantial Completion of the Work or designated portion thereof within the Contract Time, or fails to achieve Final Completion of the Work within thirty days of Substantial Completion (or such other period of time as is specified in the Contract Documents), the Owner may take possession of, use or operate all or any part of the Work without an increase in the Contract Sum or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. ~~The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.~~

...

§ 9.10.1 The Contractor shall cause punch list items to be completed within thirty days of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period) provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at twenty days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within thirty days of the Date of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents), the Owner may, upon seven days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to make reasonable progress towards the correction of the deficiencies within this seven day period, the Owner may deduct the actual cost of performing this punch list Work, including any design costs, plus 15% to account for the Owner's transaction costs from the Contract Sum. Upon receipt of the Contractor's notice that the Work is ready for final inspection and ~~acceptance and upon receipt of a final Application for Payment,~~ acceptance, the Architect will promptly make such ~~inspection. When the Architect finds~~ inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs,

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including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly ~~issue a final Certificate for Payment~~ notify the Owner and the Contractor in writing stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract ~~Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.~~ Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and all Commissioning Agent and Project Manager fees incurred by the Owner for services performed more than thirty days after Substantial Completion of all the Work (or such other period of time as is specified in the Contract Documents), whether or not those services would have been performed prior to that date had Final Completion been achieved in a timely manner.

§ 9.10.1.2 When the Architect finds that the Work has been concluded, a final occupancy permit has been issued, any commissioning process and validation process have been successfully concluded and the Commissioning Report has been accepted by the Owner's Board of Directors, and the Contractor has submitted all the items identified in Section 9.10.1.3 to the Architect, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment shall establish the date of Final Completion upon its execution by the Owner.

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

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

§ 9.10.2 Neither final payment nor any ~~remaining~~ retained percentage shall become due until ~~the Contractor submits to~~ after the Owner's Board of Directors has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment under Section 9.10.1.2, an occupancy permit must have been issued, Final Completion must have occurred, and the Contractor must have submitted to the Owner and the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA form G706 or equivalent), (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (AIA form G707 or

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equivalent) (5) documentation of any and all special warranties, such as manufacturers' warranties or specific Subcontractor warranties, ~~and~~ (6) ~~if required by the Owner,~~ other data establishing payment or satisfaction of or protection against obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated ~~by the Owner.~~ by the Owner (Contractor's Affidavit of Release of Liens, AIA form G706A or equivalent), (7) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor, (8) a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner, (9) certification that the materials in the Work are "lead-free" and "asbestos-free," (10) a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed off permits, (11) record documents, (12) all guarantees, training, manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities, and (13) all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by RCW 39.04.320(5)(a). Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, ~~final completion thereof~~ Final Completion is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting ~~final completion,~~ Final Completion, and the Architect so confirms, the Owner ~~shall,~~ may, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. ~~If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

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.1 liens, statutory retainage, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

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

§ 9.10.6 Release of Retainage. The retainage will be held and applied by the Owner as a trust fund in a manner required by RCW 60.28. Release of the retainage will be processed in ordinary course of business upon the expiration of sixty days following Final Acceptance of the Work by the Owner provided that no notice of lien shall have been given as provided in RCW 60.28, that no claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that, for state-funded projects, release of retention has been duly authorized by the State. The following items must also be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries.

§ 9.10.7 The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner.

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

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

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The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall have the right to control and shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property, during performance of the Work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner, Project Manager, Owner's Representative, or the Architect of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work. No action or inaction of the Architect, Project Manager, Owner's Representative, or Owner relating to safety, property protection, any element of the Contractor's Safety Manual or related performance, or violation thereof shall in any way: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner, Project Manager, or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner, Project Manager, or Architect to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of Subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property, students, staff and the general public.

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

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall comply with all notices and comply with all requests from the Owner regarding the safety and protection of the Owner's students and staff. The Contractor shall comply with the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" and any other requirements published by the Washington State Department of Labor and Industries. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions, amendments

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and regulations issued thereunder, and the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply to all excavation, trenching and ditching operations. In case of conflict between any such requirements, the more stringent applicable regulation or requirement shall apply.

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the ~~Work,~~ Work and explicitly permitted by the Contract Documents, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall keep on site at all times a spill response kit for the protection of storm water.

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

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

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

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

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

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§ 10.3.1.1 To the extent that the Contractor must perform Work relating to the demolition and disposal of hazardous materials, the Contractor shall be responsible to take all reasonable precautions to prevent foreseeable bodily injury or death resulting from such materials or substances, and to dispose of such materials as required by the Contract Documents and all applicable state and federal laws and regulations. The Contractor shall defend, indemnify, and hold harmless the Owner, the Architect, and their respective agents, employees, consultants, successors and assigns from and against any and all claims to the extent of the Contractor's failure to abide by such Contract Documents and all applicable state and federal laws and regulations.

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

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

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

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

§ 10.3.6 If, without fault or negligence on the part of the Contractor, and if the remediation was not a part of the Contractor's scope of Work under the Contract Documents, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 To the extent this Project involves the remediation of contaminated property, the Contractor shall comply with RCW 64.44 and 70.105D and any provisions of the Washington Administrative Code promulgated thereunder, including the use of authorized contractors as provided in RCW 64.44.060. The Contractor shall comply with all

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applicable requirements of RCW 70.95 and any provisions of the Washington Administrative Code promulgated thereunder.

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§ 10.5 PUBLIC SAFETY AND CONVENIENCE

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

§ 10.6 WEATHER PROTECTION

§ 10.6.1 Temporary weather protection of the Work is the responsibility of the Contractor as necessary to proceed in accordance with the Contractor's schedule and environmental conditions. Weather protection shall include but not be limited to protection of soils, subgrade preparation, exterior concrete, damp proofing or water proofing, masonry, sealant, gypsum sheathing, roofing, and interior finishes. Delays and costs resulting from the Contractor's failure to protect the Work from damage due to weather are the sole responsibility of the Contractor.

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§ 11.1.1 The Contractor shall purchase ~~and maintain insurance~~ from and maintain in a company or companies lawfully authorized and admitted to do business in the jurisdiction in which the Project is located possessing an A.M. Best's policyholder's rating of A or better and a financial rating of no less than VIII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 11, the Agreement or elsewhere in the Contract Documents. The ~~Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants~~ Contractor's insurance shall provide personal injury, bodily injury and property damage liability to cover the Contractor's operations, including work done on the Contractor's behalf by Subcontractors and suppliers of any tier; advertising injury; automobile liability insurance policy, including but not limited to owned, non-owned, and hired vehicles, on Work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), employment related practices coverage, and stopgap employer's liability. The Owner, its directors, officers, and agents, Architect, their consultants and employees, and any required governmental agencies and others designated in the Contract Documents shall be named as additional insureds under the Contractor's commercial general liability policy for all coverages required by Section 11.1 under form CG 20 10 11/85 or its equivalent or as otherwise described in the Contract Documents. The Contractor's insurance shall include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor's policy shall be designated primary coverage and non-contributory for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

.1 Commercial General Liability, Bodily Injury and Property Damage Liability, including Premises and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual in the amount of $1,000,000 per occurrence with a per-project general aggregate limit of at least $2,000,000;

.2 Commercial Auto Liability, Bodily Injury and Property Damage, in an amount of at least $1,000,000 Combined Single Limit;

.3 $1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 3.18;

.4 $2,000,000 for Contractor's Pollution Liability coverage for both (a) non-owned disposal sites and (b) natural resources damage; and

.5 In addition, the Contractor shall maintain an umbrella policy that provides excess limits following form over the primary layer, in an amount not less than $10,000,000.

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§ 11.1.1.1 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. If existing policy(s) provide higher limits than those specified herein, the higher limits shall be applicable and the certificates should reflect those higher limits. Coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance and termination of any coverage required to be maintained after final payment. Completed operations coverage shall remain in force for three years after Final Acceptance. The insurance described above shall include coverage for underground, collapse and explosion exposures. In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability Insurance (Stop Gap) with limits of at least $1,000,000 each accident; $1,000,000 disease each employee; and $1,000,000 disease policy limit. Losses up to the deductible amount shall be the responsibility of the Contractor.

§ 11.1.1.2 Before any presence on site, commencing Work or exposure to loss can occur, or, in any event, within ten days after the Owner has issued its Conditional Notice to Proceed, the Contractor shall furnish the Owner with four copies of Certificates of Insurance on AIA Document G705 or ACORD Certificate of Liability Insurance as evidence of all insurance required by the Contract Documents, including an endorsement to the insurance policies naming the Owner, its directors, officers, and agents, the Architect, their consultants and employees, any required governmental agencies and others designated in the Contract Documents as additional insureds using form CG 20 10 11/85 or its equivalent. If the Agreement is executed, no Progress Payment will be due until all such Certificates are furnished. All policies and certificates must be signed copies and shall contain a provision that coverages afforded under the policies cannot be materially altered (i.e. the coverages reduced, the limits decreased or the additional insured removed) allowed to expire, or cancelled without first giving forty-five days prior written notice by certified mail to the Owner and Architect. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground, collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.1.1. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Upon written request, the Contractor will provide a copy of its policies to the Owner. The Owner's specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.

§ 11.1.1.3 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, its directors, officers, and agents, the Architect and the Architect's consultants as additional insureds for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its directors, officers, and agents, as an additional insured for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. Any design-build Subcontractors shall provide professional liability insurance in the amount of at least $1,000,000 per occurrence.

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

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§ 11.1.1.5 Insurance requirements to operate a drone over the construction site or any other school district property. If Contractor or its Subcontractors of any tier use or operate a drone or unmanned aircraft on or over the construction site or any other property of the Owner, Contractor shall provide to Owner evidence of sufficient insurance such as aircraft liability insurance to cover any damages, including bodily injury or property damage, caused by the operation and use of such drone or unmanned aircraft prior to its use on or above the construction site or any other property of the Owner. If a Subcontractor of any tier is the operator of such a drone or unmanned aircraft, the evidence of such insurance shall be provided by that Subcontractor. The limit of liability shall be at least $1,000,000 each occurrence.

§ 11.1.2 The Contractor shall provide surety bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the Contract Sum plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." All bonds shall be of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The surety company shall be acceptable to the Owner, shall have an A.M. Best rating of "A" or better and a financial rating of no less than "VIII," and shall be admitted and licensed in the State of Washington. Within ten days after the Owner's issuance of the notice of intent to award the Contract, the Contractor shall deliver evidence of its bondability to the Owner. Within ten days after its execution of the Contract, the Contractor shall deliver the originals of the bonds to the Owner and one copy to the Architect. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF THE REQUESTED EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK UNTIL SUCH SURETY BONDS ARE RECEIVED. Evidence of bondability shall include the percentage to be paid by the Contractor for increases in the Contract Sum.

§ 11.1.2.1 Potential Subcontractors' Payment and Performance Bonds. Within ten days after the issuance of the conditional 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 a payment and performance bond to be issued during the 30-day period after the conditional 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 bond(s) shall be in an amount equal to the full contract sum of the subcontract between the Subcontractor and the Contractor but shall not include sales tax. The bonds shall be conditioned that the Subcontractor shall faithfully perform all the provisions of its subcontract, payment of all obligations arising thereunder, and for one year's maintenance for correction of defective work. If the Owner elects to require a payment and performance bond from one or more of the Subcontractors, it will so notify the Contractor in writing within fourteen 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 the above Section to the extent directed by the Owner.

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

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§ 11.1.5 Insurance requirements to operate a drone over the construction site or any other school district property. If Contractor or its Subcontractors of any tier use or operate a drone or unmanned aircraft on or over the construction site or any other property of the Owner, Contractor shall provide to Owner evidence of sufficient insurance such as aircraft liability insurance to cover any damages, including bodily injury or property damage, caused by the operation and use of such drone or unmanned aircraft prior to its use on or above the construction site or any other property of the Owner.

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If a Subcontractor of any tier is the operator of such a drone or unmanned aircraft, the evidence of such insurance shall be provided by that Subcontractor. The limit of liability shall be at least $1,000,000 each occurrence.

...

§ 11.2.2 Failure to Purchase Required Property Insurance. ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~ See Section 11.6.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~ See Section 11.6.

...

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the ~~Agreement or other property insurance applicable to the Project,~~ Agreement, except such rights as they have to proceeds of such insurance. The Owner does not waive subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance that are required by the Contract Documents and that are purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 See Section 11.6.

§ 11.5.2 See Section 11.6.

§ 11.6 PROPERTY INSURANCE

§ 11.3.2 ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the~~

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~~Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~**11.6.1** Unless otherwise provided, the Contractor shall purchase and maintain until the Owner takes occupancy of the Project, in a company or companies lawfully authorized and admitted to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction upon the Work at the site and all materials or equipment furnished or installed by the Contractor on the Project. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project all as named insureds. This insurance shall insure against the perils of fire and extended coverage and physical loss or damage, and shall provide "all risk" coverage for the interests of the Owner, the Contractor and Subcontractors as loss payee, as their respective interests appear. Upon written request, the Contractor will provide a copy of its policy to the Owner. Each loss may be subject to a deductible of not more than $10,000. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor unless the loss was caused by the Owner or a natural disaster, in which case the Owner shall be responsible only for the deductibles allowed herein. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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

§ 11.6.3 If the Contractor does not purchase such property insurance required by the Contract and with all of the coverages described above, the Contractor shall so inform the Owner in writing. The Owner may then effect insurance that will protect the interests of the Owner in the Work, and by appropriate Change Order the cost thereof shall be charged to the Contractor. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described herein, then the Contractor shall bear all costs properly attributable thereto.

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

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

§ 11.6.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.6. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

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

§ 12.1.2 If a portion of the Work has been covered that the ~~Architect~~ Architect, Owner or governmental authority has not specifically requested to examine prior to its being ~~covered, the Architect~~ covered and for which neither the Contract Documents nor governmental laws or regulations required inspection, the Architect, Owner or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the later of the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under ~~Section 9.9.1,~~ the Contract Documents, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this Section 12.2.2 with no change in the Contract Sum promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. ~~The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.~~ If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work, the Owner may without further notice dispose of materials and equipment as it sees fit, and the Contractor will be liable for all associated costs. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

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.1 If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.

.2 If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single room, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two working days and shall complete corrective action within five working days.

.3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the Project, but must be fixed, (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen days and shall complete corrective action within twenty-eight days.

...

§ 12.2.2.3 The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

...

The Contract shall be governed by the internal law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ The venue for any litigation shall be in Superior Court in the county in which the Project is located.

...

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

...

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

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

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

...

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

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

§ 13.4.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect or test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery. Entities performing inspections and/or testing do not have the authority to direct the Contractor's means and methods and are not agents or representatives of the Owner or Architect. Inspections which meet the requirements of code shall not override the requirements of the Contract Documents, which may be more stringent.

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Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~as specified in the A101 Agreement.

§ 13.6 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the designated representative as identified in the A101 Agreement, or to an officer of the corporation for which it was intended if the Designated Representative no longer works for that party and a new Designated Representative has not been identified; or if delivered at, or sent by facsimile, email, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile or email, or three calendar days after the date of postmark.

§ 13.7 STATUTES AND OTHER REQUIREMENTS

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

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

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

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

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

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

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

§ 13.7.7 Tobacco-Free Environment. Pursuant to RCW 28A.210.310, smoking or use of any kind of lighted pipe, cigar, cigarette, vaping or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all school district property.

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

§ 13.7.9 Asbestos Removal. To the extent this Project involves asbestos removal, the Contractor shall comply with Chapter 49.26 RCW, "Health and Safety--Asbestos," and any provisions of the Washington Administrative Code

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promulgated thereunder, and the applicable section of the Specifications should be viewed for possible insurance required for the applicable Subcontractor.
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§ 14.1.1 ~~The~~ Except as provided by RCW 60.28.080, the Contractor may terminate the Contract if the Work is stopped for a period of ~~30 consecutive~~ sixty consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
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.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has improperly not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

...

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

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

...

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

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make prompt payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 ~~repeatedly disregards~~ fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public ~~authority;~~ authority having jurisdiction;

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

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

.6 fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 3.4.3; or

~~.4~~ .7 otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor on all or a portion of the Work and may, subject to any prior rights of the surety:

...

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.2 Accept assignment of subcontracts pursuant to Section 5.4; ~~and~~

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing ~~the Work.~~the Work; and

.4 Take or direct any or all of the actions in Section 14.5.1.

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

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

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

...

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

...

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

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor consistent with the Contract Documents for Work properly executed; costs necessarily incurred by reason of the termination, including costs attributable to termination of Subcontracts; ~~and the termination fee, if any, set forth in the Agreement.~~and reasonable profit on the Work not executed, not to exceed two and a half percent (2.5%) of the Cost of the Work not performed. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, by the larger of (1) the actual value or (2) the scheduled value of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Sections 14.5.1.6 or 14.5.1.7.

§ 14.5 EFFECTS OF TERMINATION BY OWNER

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

.1 stop Work under the Contract on the date and as specified in the Notice of Termination;

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

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

.4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such

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termination of orders and subcontracts not assigned to the Owner;

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

.7 use commercially reasonable efforts to sell any property of the types referred to in Section 14.5.1.6. The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;

.8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and

.9 continue performance only to the extent not terminated.

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

.1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;

.2 any claim the Owner may have against the Contractor;

.3 an amount necessary to protect the Owner against outstanding or potential liens or claims; and

.4 the agreed price for or the proceeds of sale of any materials, suppliers or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner.

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

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

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

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

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A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, a change in the Contract Time, or other relief with respect to the terms of the ~~Contract.~~ Contract Documents. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the ~~Contract.~~ Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal or a Proposal Request, nor a notice of a potential or future Claim shall constitute a Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law and the time limits identified in this Agreement. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

...

§ 15.1.3.1 ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~ In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise. To the extent that the Owner and Contractor agree to any partnering process to help resolve disputes, such processes shall be in addition to, and not in place of, the mandatory dispute resolution procedures in the Contract Documents.

§ 15.1.3.2 ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~ Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any Claim to the Owner and the Architect within fourteen days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. For all Claims, the Contractor shall submit a written Claim as provided herein within thirty days of submitting the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information referenced in Section 8.3.2) and shall provide data fully supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Contract Documents. The Contractor may delay submitting data by an additional fourteen days if it notifies the Owner in its Claim that substantial data must be assembled. Failure to properly submit the notice or Claim shall constitute a waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled and may not contain reservations of rights without the Owner's written approval; any such unapproved reservations of rights shall be without effect. Any Claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor. For the purposes of calculating such time periods, an "event giving rise to a Claim" is not a Request for Information but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time. Further, an "event giving rise to a Claim" is not the date that the Contractor received a Claim from a Subcontractor but is the event which gave rise to the Subcontractor's Claim. The fact that the Owner and the Contractor may consider, discuss or negotiate an untimely or waived Claim shall in no way be deemed to constitute a waiver of any notice or other provisions of the Contract Documents.

§ 15.1.3.3 All notices and Claims shall be made in writing as required by the Contract and shall be addressed to the Owner's Designated Representative identified in the A101. Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission, or knowledge, actual or constructive, of the Owner or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Directors. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal waiver approved by the Owner's Board of Directors. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and

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other reasons, the parties stipulate that the Owner is prejudiced by the Contractor's failure to timely submit notices and/or Claims as required by the Contract Documents, and that the Owner shall not be required to establish any actual prejudice in order to enforce the notice and Claim provisions of the Contract Documents.

§ 15.1.3.4 At any time following the Owner's receipt of the written Claim, the Owner may require that an officer of the Contractor, a principal of the Architect, and the Owner's Superintendent or designee (all with authority to settle) meet, confer, and attempt to resolve the Claim. If the Claim is not resolved during such meeting, the Contractor may bring no litigation against the Owner unless the Claim is first subject to nonbinding mediation as described in this Article 15. This mediation requirement cannot be waived except by an explicit written waiver by both parties.
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§ 15.1.4.1 Pending final resolution of a Claim, including the dispute resolution process and except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and maintain the Contractor's Construction Schedule, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 ~~The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~[Not used.]

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject ~~of the Claim.~~ of the Claim, and a Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the Contract Sum or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed to report the error or conflict to the Owner's Project Manager and Architect in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall ~~be given.~~ be given, and a Claim must be made in accordance with this Article 15, or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled ~~construction.~~construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only (but not a change in the Contract Sum) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and

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Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be the extent to which the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

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

.1 damages incurred by the Owner for rental expenses, ~~for losses of use,~~ income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for interest or financing costs, and for loss of profit, except ~~anticipated profit arising directly from the Work.~~ as explicitly allowed under the Contract Documents.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract ~~Documents.~~ Documents, or to preclude an obligation of the Contractor to indemnify the Owner for direct, indirect or consequential damages alleged by a third party.

...

~~**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~ [Not used.]

~~**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

~~**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

~~**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

~~**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the~~

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~~reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

...

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in ~~Sections 9.10.4, 9.10.5, and 15.1.7,~~ the Contract Documents, shall be subject to mediation as a condition precedent to the initiation of binding dispute resolution. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by ~~mediation which, unless the parties mutually agree otherwise,~~ mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service) in accordance with its Construction Industry Mediation Procedures ~~in effect on the date of the Agreement.~~ then in effect. A request for mediation shall be made in ~~writing,~~ writing and delivered to the other party to the ~~Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation~~ Contract. Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending ~~mediation for a period of 60 days from the date of filing,~~ mediation, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~ [Not used.]

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

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

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry~~

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~~Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~[Not used.]

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~
~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.5.1 Litigation. Any disputes that are not resolved through negotiations or mediation shall be resolved by litigation and not by arbitration unless mutually agreed in writing otherwise by the Owner and Contractor with approval by the Owner's Board of Directors. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner or (b) ninety days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of a mediation (the time period between the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty days after the date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law). The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.
~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Start of work.
5. Coordination of Contract Documents, Plans, Contract Specifications and Addenda.
6. Owner-furnished Contractor-installed products.
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.
11. Permits and fees.
12. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 Temporary Facilities and Controls for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. See Project Directory for contact information of owner, architect, and consultants.

1.3 SUMMARY WORK COVERED BY CONTRACT DOCUMENTS

A. The Scope of Work for this Project consists of three areas of modifications to the existing High School. Modifications include:

1. Modify existing half wall railings identified on drawings to attach safety glass panels.
2. Install dust collection system for shop room as identified in drawings.
    a. Install steel framing and low slope roof canopy as noted in drawings.
    b. Install exterior concrete equipment pads for dust collection equipment.
3. Install kitchen equipment per drawings.

B. Type of Contract:

1. Project is being constructed under a single prime contract.

1.4 PHASED CONSTRUCTION

A. The Work shall be conducted in one phase.

1.5 START OF WORK

A. Contract time shall begin on the first working day following the 21st calendar day after the date the Owner executes the Contract. If the Contractor starts Work on the project at an earlier date, then Contract time shall begin on the first working day when on-site Work begins. The Contract may specify another starting date for Contract time, in which case, time will begin on the starting date specified.

B. Work may begin upon receipt of the Notice to Proceed, and upon receipt of all necessary permits, including but not limited to, Building Permit and other permits required by Grays Harbor County or the State of Washington. Work on the project site prior to issuance of the Notice to Proceed is prohibited.

1.6 COORDINATION OF CONTRACT DOCUMENTS, PLANS, CONTRACT SPECIFICATIONS AND ADDENDA

A. The contract form, drawings, project manuals, addenda, and other supplemental documents are all essential parts of the contract and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and prescribe and provide for a complete project. Any work or material that has been omitted from the description of the work but is clearly implied shall be furnished by the Contractor as though it has been specifically stated.

B. The design team has prepared documents to show the design intent of the project. Generally, details, sections, specifications, schedules and drawings have been developed to indicate the scope of the Contract Work. Not all materials, conditions and occurrences may have been specifically detailed or addressed in the Contract Documents. In situations where a specific material, condition or occurrence has not been specifically detailed or identified, the Contractor shall contact the Architect for resolution and/or direction during bidding. Where conflicts and/or omissions have not been brought to Architect’s attention, it is understood that Contractor has reviewed the documents for similar materials, conditions and occurrences and figured the most costly method or methods to complete the Contract Work in its bid amount.

C. Inclusion of portions of the work under particular divisions of the specifications or sections of the drawings does not in every case conform to the categories of work customarily subcontracted to particular sub trades. The General Contractor shall be responsible to inform bidders, subcontractors, crafts and trades, that work assigned to them is contained in sections other than the usual. In every case, the Contractor shall be responsible to provide at their cost, all work shown and/or implied in the Contract Documents and shall be responsible to determine which sub-bidders are responsible for the work of each specification section.

1.7 OWNER-FURNISHED CONTRACTOR INSTALLED PRODUCTS

A. Owner will furnish products indicated, for installation by the Contractor. This Work will generally be identified as OFCI (Owner-Furnished, Contractor-Installed) on the Drawings. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections (where applicable).

1. See the Drawings and technical specifications for other OFCI items, which shall be handled as if specified herein.

1.8 ACCESS TO SITE

A. General: Contractor shall have use of Project site and is limited only by the Owner's right to perform work or to retain other contractors on portions of Project.

B. Contractor shall control dust, noise, cleaning of streets, and other similar construction related activities as required by the specifications, and as required by the agencies having jurisdiction.

C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site or adjacent sites beyond areas in which the Work is indicated.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Work can occur between the hours of 7:00 am and 4:00 pm, Monday through Friday. Work hours on site shall be limited by restrictions, if any, of the agencies having jurisdiction and by the restrictions noted below:

1. Work may occur outside the building after 4:00 pm only with prior authorization from the Owner.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to adjoining property owners. Comply with requirements of agencies having jurisdiction.

1. Notify Architect, Owner, and agencies having jurisdiction not less than two days in advance of proposed disruptive operations.

2. Obtain Owner’s and agencies having jurisdiction’s permission before proceeding with disruptive operations.

D. Nonsmoking Requirements: Smoking, is not permitted on the Project/Owner property.

E. Controlled Substances: Use of tobacco or tobacco-like products to include cigarettes, cigars, snuff, smoking tobacco, smokeless tobacco, liquid nicotine, nicotine delivery devices, electronic cigarettes, vapor devices, vapor pens, non-prescribed inhalers, and any other smoking equipment, device, material or innovation products and other controlled substances on Project site is not permitted.

F. For additional work-place restrictions see Section 3.4.3.1 of the General Conditions.

G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site. Also see Section 3.4.3 of the General Conditions for additional requirements.

1. Maintain list of approved screened personnel with Owner's representative.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings. Contact the Architect for clarification of any abbreviation used that are not scheduled.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.11 PERMITS AND FEES

A. The Contractor shall obtain and pay for permits necessary for the execution of the work and utility and miscellaneous fees required to all Jurisdictions Having Authority over any required segment of the Work, except those stipulated in the General and Special Conditions as the Owner's responsibility.

B. The Contractor shall coordinate and schedule all work with permitting agencies and utility companies necessary for completion of the work.

C. Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies and utility companies within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits and utility connections.

D. Permits:

1. Bidders shall be responsible for contacting the Authority Having Jurisdiction to confirm permit status for any permits still pending, and to confirm all additional permits, including deferred permit submittals for which the General Contractor will be responsible (such as fire alarm system, fire sprinkler protection, etc.)

E. The Drawings and Specifications have been submitted for plan review. The Contractor is responsible for actual permit applications, and coordination of and attaining all required permits.

1.12 MISCELLANEOUS PROVISIONS

A. Liquidated Damages:

1. Time is of the essence on the Contract. Accordingly, the Contractor agrees to pay liquidated damages in the amount indicated in the Agreement for each calendar day beyond the number of calendar days established for Substantial Completion, and to authorize the Owner to deduct these liquidated damages from any money due or coming due to the Contractor.

B. Stored Products:

1. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on and off the site.

2. Move any stored products, under Contractor's control, interfering with operations of the Owner or separate contractor.

3. Obtain and pay for the use of additional storage or work areas needed for operations.

C. Subcontractor Instructions: Notify subcontractors to become familiar with requirements of Division 00, Division 01 and the work of Sections related to their own work. Instruct them that these conditions and requirements apply to their work in each Section of the technical specifications.

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

E. Conflicts and Omissions in Contract Documents:

1. Bring immediately to Owner's attention any conflicts and omissions between the Drawings and Specifications and between the Drawings or specifications and actual site conditions. In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed as defined in Section 3.2 of the General Conditions.

2. Where conflicts and omissions have not been brought to Owner's attention, it is understood that Contractor has figured the most-costly method or methods.

F. Mechanical/Electrical Requirements of General Work:

1. General: Except as otherwise indicated, comply with applicable requirements of Division 21-23 sections for mechanical provisions within units of general (Division 2-13) Work and with applicable requirements of Divisions 26-28 for electrical provisions within units of general (Division 2-13) Work.

2. Service Connections: Refer to Divisions 21-33 sections for the characteristics of the respective mechanical and electrical services to be connected to units of general work. Provide units manufactured or fabricated for proper connection to and utilization of available services, as indicated. Except as otherwise indicated final connection of mechanical service to general work is defined as being mechanical work, and final connection of electrical service to general and mechanical work is defined as being electrical work.

3. Electrical Requirements: Except as otherwise indicated, comply with applicable provisions of the National Electrical Code (NEC), 13A guidelines, and standards by National Electrical Manufacturer's Association (NEMA), for electrical components of General Work. Provide Underwriters Laboratories listed and labeled products where applicable.

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

H. Existing Utilities:

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

I. Contractor is responsible to locate and protect all existing utilities. See Division 01 and 02 Sections regarding demolition, Division 21 through 33 Sections, and other applicable Sections for more information.

J. Contractor shall provide all layout, site preparation, trenching, backfilling, patching and restoration work required for utility work at no additional cost to the Owner.

K. Contract Documents:

1. Owner Furnished: he Owner will provide up to five half-sized and three full-sized hard-copy sets of the Contract Drawings, and 3 sets of Contract Specifications if requested by the Contractor. The owner will also provide a digital PDF file of the contract drawings and project manual (specifications). The Contractor is responsible to purchase additional sets in the size and quantity that they need for the construction of the project.

2. Electronic Drawings: The Architect will furnish one electronic copy (AutoCAD dwg files) of certain Contract Drawings to the Contractor at no charge, upon completion of required release forms by the Contractor. The Contractor is responsible to transmit copies to subcontractors as appropriate. Should the Contractor need additional electronic copies, the Architect will provide them upon payment of $150 per hour for all time associated with preparation of the additional sets of electronic files. The Contractor will also be provided one set of the full Contract Documents in PDF format at no charge. Additional copies will be provided at the same rate as other electronic files.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Division 00 "Instructions to Bidders" for substitution requirements during the bidding process.

2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

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

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product through no fault of the Contractor, regulatory changes, or unavailability of required warranty terms.

2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

B. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

C. Pre-Bid Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by a Bidder, and accepted by the Architect during the Bidding Period, as allowed by the Instructions to Bidders.

D. Post-Bid Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered requests for post-bid substitutions. The following are not considered post-bid requests for substitutions:

1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.

2. Revisions to the Contract Documents requested by the Owner or Architect.

3. Specified options of products and construction methods included in the Contract Documents.

4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.3 ACTION SUBMITTALS

A. Substitution Requests: The Architect will consider requests for substitution if received during the bidding period as prescribed in Division 00 Section “Instructions to Bidders”, and after commencement of the Work only when the “Conditions” stated in paragraph 2.1 of this section are met. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Complete the form included at the end of Division 00 Section “Instructions to Bidders” or immediately following this section, and submit with other required data.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

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

3. Architect's Action:

    a. Bid Phase: Substitution requests approved during the Bidding period will be listed in an addendum. Substitution requests that are not approved will not be listed in an addendum. The Architect may, at its discretion, send the entity submitting the substitution notice of their action on the substitution. The entity submitting the substitution is responsible to confirm its status before bidding. General Contractor bidders are also responsible to confirm that all sub-bids accepted are for specified products or substitutions properly submitted and approved by addendum.
    b. Construction Phase: If necessary, Architect will request additional information or documentation for evaluation within seven calendar days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 14 calendar days of receipt of request, or seven calendar days of receipt of additional information or documentation, whichever is later.
    c. Forms of Acceptance, Bid Phase: Listing as approved in an addendum.

d. Forms of Acceptance, Construction Phase: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work, or other written approval by the Architect. Acceptance of a submittal or shop drawing containing a substitution will not be considered as an approved substitution unless specifically noted as such, and unless substitution has previously been properly submitted and approved.
e. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

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

1.5 PROCEDURES

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

B. Chain-of-Submittal: All substitution requests shall be submitted to the Architect. In no case shall bidders or the Contractor submit substitution requests directly to the Owner. Substitution requests submitted directly to the Owner may be rejected without review.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 14 calendar days prior to time required for preparation and review of related submittals.

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

a. Specified product or method of construction cannot be provided for one of the following reasons, verifiable by the Architect:

1) The product or method of construction is unavailable through no fault of the Contractor or their subcontractor or supplier of any tier.
2) The product or method of construction cannot be provided within the Contract Time, through no fault of the Contractor or their subcontractor or supplier of any tier.
3) The product or method of construction cannot receive necessary approval(s) by a governing authority, and the proposed substitution can be approved.
4) The product or method of construction cannot be provided in a manner that is compatible with other materials or systems and where the Contractor certifies in writing that the substitution will overcome the incompatibility.
5) The product or method of construction cannot be coordinated with other materials or systems and where the Contractor certifies in writing that the substitution can be coordinated.

b. Requested substitution does not require revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.

e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. Requested substitution achieves the desired aesthetic effect. The Architect will be the sole and final judge of acceptability.
k. Contractor waives all claims for additional costs and time related to substitution, which subsequently become apparent.
l. Contractor will fully indemnify and hold harmless the Owner, Architect, and Architect's consultants of any tier for any problems or issues resulting from the use of the substitute product.
m. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 calendar days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

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

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include, but are not limited to, compensation to Architect and the Architect's consultants of any tier for redesign and evaluation services, increased cost of other construction by Owner, additional testing and/or inspection costs, and similar considerations.
b. The Contractor will reimburse the Architect and the Architect's consultants of any tier for all time and expenses related to evaluation of the proposed substitution, at the Architect's then current hourly rates, plus expenses. The costs of such evaluation will be paid by the Owner and deducted from the Contract through a change order.
c. Requested substitution does not require extensive revisions to the Contract Documents.
d. Requested substitution is consistent with the Contract Documents and will produce indicated results.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.
j. Requested substitution provides specified warranty.
k. Requested substitution achieves the desired aesthetic effect. The Architect will be the sole and final judge of acceptability.
l. Contractor waives all claims for additional costs and time related to substitution, which subsequently become apparent.
m. Contractor will fully indemnify and hold harmless the Owner, Architect, and Architect's consultants of any tier for any problems or issues resulting from the use of the substitute product.

n. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

D. In making Request for Substitution, the entity submitting the request, and the Contractor by accepting the sub-bid (of any level), represent:

1. The entity has personally investigated proposed product and, in its opinion, requested substitution is equal or superior in all respects to that specified. Substantiate whenever requested by Architect.

2. He/she will coordinate installation of accepted substitution into work and guarantees to complete it in all respects. He/she has outlined any changes required in accordance with this section and the substitution request form.

3. He/she will provide the same guarantee for substitution as for specified product.

4. He/she waives all claims for additional costs or time related to substitution which consequently became apparent.

5. Cost data is complete and includes all related costs and time under his/her contract, but excludes:

a. Cost under separate contracts. (Show impact on attachment.)
b. Design Consultant’s redesign, unless designated. Costs incurred for any substitutions made by the Contractor which requires additional work or changes in the Contract Documents to accommodate such substitutions shall be paid for by the Contractor.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SUBSTITUTION REQUEST FORM

TO: _____

PROJECT: Aberdeen School District Capitol Projects 2006

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

Section:_____ Specified Item: _____

Proposed Substitution: _____

Attach complete technical data, including laboratory tests and samples, as applicable.
Detailed comparison of the significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect where applicable) for the proposed substitution in comparison with the original requirements.

Answer the following questions completely and submit to architect with technical data:

A. What installation changes and changes to Drawings and Specifications are required by proposal?

B. Does substitution require change in Drawing dimensions?

C. Will Undersigned pay for resulting design changes including engineering and detailing costs?

D. What effect does substitution have on other trades?

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

F. Are the Manufacturer's guarantees and warranties of proposed and specified items the same? If not, Identify differences.

G. Name and address of 3 similar projects on which product was used, and date of installation:

H. Does this proposal change the contract completion date? If so Explain.

Undersigned attests that the function and quality of the proposed items is equivalent or superior to the specified item and waives its rights to additional payment and time arising in any way from the substitution, including without limitation costs or time that may subsequently be necessitated by failure of the substitution to perform adequately, and for the required work to make corrections thereof.

Submitted by:

_____
Signature

_____
Firm

_____
Address

_____

Date _____

E-mail _____

For use by Architect:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late

By _____

Date _____

Remarks _____

End of Form

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Division 00 Section General Conditions for additional requirements that shall take precedence over the requirements contained in this section.
2. Section 01 25 00 Substitution Procedures for administrative procedures for handling requests for substitutions.
3. Section 01 31 00 Project Management and Coordination for administrative procedures for handling Requests for Information (RFI) and for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

A. Architect's Supplemental Instructions: Architect will issue Architect's Supplemental Instructions (ASI) authorizing minor changes in the Work, not known to involve adjustment to the Contract Sum or the Contract Time, on form included in Project Manual or on web-based Project management software, as applicable.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum and/or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 14 calendar days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float (if allowed by General Conditions) before requesting an extension of the Contract Time.
    e. Quotation Form: Use form acceptable to Owner and Architect or form provided as part of web-based Project management software, as applicable.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a sequentially numbered request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float (if allowed by General Conditions) before requesting an extension of the Contract Time.

6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

7. Change Proposal Form: Use form acceptable to the Owner and Architect or form provided as part of web-based Project management software, as applicable.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Contractor’s Cost Change Proposal, the Architect will issue a Change Order for signatures of the Owner and the Contractor. Alternatively, upon written agreement by the Owner on the Contractor Cost Change Proposal (CCP), the Contractor shall proceed with the work and a Change Order will be written at a later date. This Change Order may incorporate more than one approved CCP item. This process is to be used to expedite approval without the need to complete a Change Order to authorize the Contractor to proceed.

B. Preparation of Change Orders:

1. Architect prepares Change Orders.

2. Change Order Form: Architect’s form or form provided as part of web-based Project management software, as applicable.

3. Change Order describes Work changes, additions, and deletions, with attachments of revised Contract Documents to define changed details.

4. Change Order provides accounting of any Contract Sum and Contract Time adjustment.

5. In determining the Change Order amounts, Contractor shall utilize prevailing wage rates, cost categories, and markups as described in the

C. Lump Sum/Fixed Price Change Order:

1. Content of Change Orders will be based on, either:
    a. Proposal Request and Contractor's responsive Contractor Change Proposal as mutually agreed between Owner and Contractor.
    b. Contractor's Change Proposal, as recommended by Architect.
2. Proper signatures (dated) authorize the Contractor to proceed with changes.
3. Contractor shall sign and date Change Order if it is in agreement with terms.

D. Correlation with Contractor's Submittals:
1. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work. Record adjusted Contract Sum.
2. Contractor shall periodically revise Construction Schedule reflecting each change in Contract Time.
    a. Revise sub-schedules to show changes for other items of work affected by changes.
3. Upon completion of work under Change Order, enter pertinent changes in Record Documents.

E. Distribution:
1. Architect sends three (3) copies to Contractor for signature.
2. Contractor signs all copies (if content if acceptable) and returns all copies to Architect.
3. Architect signs and forwards to Owner for approval.
4. Change Orders: Upon authorization, Owner to transmit two (2) signed copies to Architect.
    a. Architect retains one copy for its files.
    b. Architect transmits one copy to Contractor
5. If applicable, Architect, Owner, and Contractor shall electronically sign Change Orders created using web-based Project management software.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on form included in Project Manual or form provided as part of web-based Project management software, as applicable. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

C. For additional requirements see General Conditions, Article 7.3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

A. CONTRACT MODIFICATION ATTACHMENTS FOLLOWING: TCF Architecture Sample Forms.

1. Architect's Supplemental Instructions (ASI)
2. Proposal Request (PR)
3. Change Order (CO)
4. Construction Change Directive (CCD)

END OF SECTION 01 26 00

ARCHITECT'S SUPPLEMENTAL INSTRUCTION

TCF Architecture

PROJECT:	Aberdeen School District Capitol Projects 2026	ASI NO.:
OWNER:	Aberdeen School District	DATE OF ISSUANCE:
TO CONTRACTOR:		ARCHITECT: TCF Architecture PLLC 124 N. I Street Tacoma, WA 98403
CONTRACT FOR:	General Construction	ARCHITECT'S PROJECT NO.: 2025-007
CONTRACT DATED:		

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in Accordance with these instruction indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time, unless noted otherwise below.

Description:

Attachments:

REQUESTED BY: _____, TCF Architecture, PLLC

RESPONSE:
____ We have reviewed this Supplemental Instruction and accept it as a revision to the Contract with no change to the Contract Sum or Contract Time.
____ We have reviewed this Supplemental Instruction and have determined that the revision described herein will change the Contract Sum and/or Contract Time. We have attached substantiating information and explanation to this response.

Note: If the above response is not completed and returned to the Architect within 14 calendar days, the Contractor will be deemed to have accepted the Supplemental Instruction without change to the contract time or sum.

BY: _____, (CONTRACTOR NAME), Date: _____

PROPOSAL REQUEST

TCF Architecture

PROJECT: Aberdeen School District Capitol Projects 2026

PROPOSAL REQUEST NO.:

DATE OF ISSUANCE:

OWNER: Aberdeen School District

CONTRACT DATE:

ARCHITECT'S PROJECT NO.: 2025-007

TO CONTRACTOR:

ARCHITECT: TCF Architecture PLLC
124 North I Street
Tacoma, WA 98403

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within seven (7) days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Attachments:

Comments:

Method of Payment: Base the proposal on the following method of payment, and indicate such on the proposal:

___ Lump Sum
___ Labor and Materials with a Not-To-Exceed maximum price
___ Other: _____

REQUESTED BY TCF Architecture, PLLC

_____
(name)

CHANGE ORDER

PROJECT NAME: **Aberdeen School District Capitol Projects 2026**

CHANGE ORDER NO.: _____

C.O. DATE: _____

TO CONTRACTOR:

CONTRACT DATE: _____

THE OWNER: **Aberdeen School District**

ARCHITECT'S PROJECT NO.: 2025-007

THE ARCHITECT: **TCF Architecture PLLC**

The Contract is changed as follows:

ITEM	DESCRIPTION	ADD OR DEDUCT	AMOUNT
(Insert PR #, CCD #, PCO etc)	(Insert description)	(Insert ADD or DEDUCT)	(Insert amount)
TOTAL AMOUNT FOR THIS CHANGE ORDER		**ADD**	**$0.00**

SUMMARY	
The original Contract Sum was	$0.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$0.00
The Contract Sum will be **(insert increased or decreased)** by this change order	$0.00
The new Contract Sum including this Change Order will be	$0.00

The Contract Time will be **(Insert unchanged, increased or decreased and the number of days)**
The date of Substantial Completion as of the date of this Change Order therefore is **(Insert date).**

ARCHITECT	OWNER	CONTRACTOR
TCF Architecture PLLC 124 N I Street Tacoma, WA 98403	Aberdeen School Distric 216 North G Street Aberdeen WA 98520	
By: _____ (insert typewritten name) Date: _____	By: _____ (insert typewritten name) Date: _____	By: _____ (insert typewritten name) Date: _____

CONSTRUCTION CHANGE DIRECTIVE

TCF Architecture

PROJECT: Aberdeen School District Capitol Projects 2026

DIRECTIVE NO.:

DATE OF ISSUANCE:

TO CONTRACTOR:

CONTRACT DATED:

ARCHITECT'S PROJECT NO.: 2025-007

You are hereby directed to make the following change(s) to this Contract:

Description:

Attachment:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   __ Lump Sum Cost (increase or decrease) of _____.
   __ Unit Price(s) as stated in the Contract Documents.
   __ Lump Sum Cost, following the completion of the work, determined as stipulated in the General Conditions.
2. The Contract Time shall be (increased, decreased, or unchanged) by _____ days.
3. The Contractor shall respond in writing, of the Contractor's agreement or disagreement with the proposed adjustment or basis of adjustment provided in this Construction Change Directive (CCD) within seven days. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Contractor shall provide a not-to-exceed price within fourteen days.
4. The Contractor shall provide a fully detailed breakdown of labor, materials, fees, and taxes to permit evaluation of the CCD work upon completion of that work.

When signed by the Owner and Architect, and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

ARCHITECT
TCF Architecture PLLC
124 North I Street
Tacoma, WA 98402

By: _____

Date: _____

OWNER
Cosmopolis School District
1439 4th Street
Cosmopolis, WA 98537

By: _____

Date: _____

CONTRACTOR

By: _____

Date: _____

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 012600 "Contract Modification Procedures" for administrative procedures regarding changes to the Contract.
2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    a. Application for Payment forms with continuation sheets.
    b. Submittal schedule.
    c. Items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to Architect at earliest possible date, but no later than 14 calendar days before the date scheduled for submittal of initial Applications for Payment, unless indicated otherwise in the General Conditions.
3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, such as floors, wings, or multiple buildings, provide subschedules showing values coordinated with each element.

B. Format and Content: Generally, use Project Manual table of contents as a guide to establish line items for the schedule of values, but provide at least the level of detail required by this Section.

1. Identification: Include the following Project identification on the schedule of values:
    a. Project name and location.

b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of the requirements contained herein.

3. Provide separate line items for “Mobilization” and “Punchlist.”

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports, but no less that the level of detail required herein. Coordinate with Project Manual table of contents.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Where required by the General Conditions, differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option, unless indicated otherwise herein.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

10. North Parcel: Provide a separate Schedule of Values for the North Parcel and Building G, based on the Schedule of Values Listing at the end of this section.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as reviewed by Architect, certified by Architect and paid for by Owner.

   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Submit Application for Payment to Architect two weeks prior to the 9th day of each month. The period covered by each Application for Payment is one month, unless indicated otherwise in the Agreement between Owner and Contractor, and as stipulated in the General Conditions.

   1. Submit draft copy (aka “pencil copy”) of Application for Payment seven calendar days prior to due date for review by Architect unless provided otherwise in the General Conditions.

C. Payment-Application Forms: Contractor shall use Application for Payment for Work form as furnished herein or approved by Owner. Provide with continuation sheets for the schedule of values. Subcontractors and Suppliers shall use the form as provided by the Contractor.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
5. Indicate Washington State sales tax for materials only. Contractor shall keep a record of all taxable expenditures for possible submission to the State if requested.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
4. For additional requirements see General Conditions, Paragraph 9.3.2.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic’s Lien: Provide if required by the General Conditions.

H. Certified Payroll Reports: Provide at least once per month for all prevailing wage jobs and submit them directly to The Department of Labor and Industries (L&I) through the agency’s online Prevailing Wage Intent and Affidavit (PWIA) system.

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

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Submittal schedule (preliminary if not final).

5. List of Contractor's key personnel.
6. List of Contractor's principal consultants.
7. Copies of building permits.
8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
9. Initial progress report.
10. Certificates of insurance and insurance policies.
11. Performance and payment bonds.
12. Data needed to acquire Owner's insurance.
13. Contractor Statement of Responsibility (See Structural General Notes).
14. List of prevailing wage rates, cost categories, and markups.

J. Applications each Month During Construction: Submit itemized application, in number of copies as specified herein, each with Contractor’s notarized affidavit and signed receipts from Principal Subcontractors and Suppliers as specified below.

K. Other Requirements: See the revised General Conditions, Article 9.3.

L. Construction Schedule Update: If changes have occurred in the project schedule, submit with applications for payment a revised updated project CPM schedule.

M. Schedule of Values Updating: Update and resubmit the schedule of values before the next Application for Payment when Change Orders or Construction Change Directives result in a change in the contract Sum.

N. Current Record Documents: Prior to acting on processing each monthly request for payment, Contractor is required to present for review to Owner and Consultants, a current set of Record Documents indicating any revisions and locating all hidden work with horizontal and vertical dimensions. Failure to keep record documents current to Architect’s / Owner’s satisfaction shall be considered grounds for withholding progress payment and/or final payment to the Contractor.

O. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete, except as provided for herein or in the revised General Conditions.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
    a. Complete administrative actions, submittals, and Work preceding this application, as described in Division 01 Section "Closeout Procedures."
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

P. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.

4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement, if any.
10. Proof that taxes, fees, and similar obligations are paid.
11. Waivers and releases.

1.6 SCHEDULE OF VALUES LISTING

A. The following listing shall be used by the Contractor as a minimum breakdown for Schedule of Values required for this Project, with the exception of listed items not included in this Project.

B. Provide separate line items for materials and the labor required to install those materials

1. CONTRACTOR OVERHEAD
    a. Mobilization (See General Conditions for maximum allowed percentage)
    b. Bonds/Insurances (actual amounts)
    c. General Submittals (all except mechanical and electrical)
    d. General Punch List & Closeout (See General Conditions for maximum allowed percentage)
    e. Temporary Facilities
    f. Supervision
2. BUILDING:
    a. Selective Demolition
    b. Concrete Forms and Accessories
    c. Concrete Reinforcing
    d. Cast-in-Place Concrete
    e. Structural Steel Framing
    f. Steel Decking
    g. Metal Fabrications
    h. Glazed Decorative Metal Railings
    i. Interior Finish Carpentry
    j. SBS Modified Bituminous Dampproofing
    k. Sheet Metal Flashings and Trim
    l. Manufactured Downspouts
    m. Paint, Stain and Coatings
3. MECHANICAL:
    a. Mechanical Mobilization (see percentages listed above)
    b. Mechanical Permits/Bonds/Insurances (actual amounts)
    c. Mechanical General Provisions
    d. Mechanical Demolition
    e. Mechanical Submittals
    f. Mechanical Punch List (see percentages listed above)
    g. Mechanical Testing, Adjusting, and Balancing
    h. Mechanical Systems Training
    i. Mechanical Closeout (see percentages listed above)

j. Fire Suppression Provisions
k. Sprinkler Systems
l. General Plumbing Provisions
m. Sanitary Waste Piping Specialties
n. General HVAC Provisions
o. Metal Ducts
p. HVAC Power Ventilators

4. ELECTRICAL / COMMUNICATIONS / FIRE ALARM:

a. Electrical Mobilization (see percentages listed above)
b. Electrical Permits/Bonds/Insurances (actual amounts)
c. Electrical General Provisions
d. Electrical Demolition
e. Electrical Submittals
f. Electrical Punch List (see percentages listed above)
g. Electrical Systems Training
h. Electrical Closeout (see percentages listed above)
i. Electrical Excavation and Backfill for Underground Utilities
j. Wire and Cable
k. Grounding and Bonding
l. Hangers and Supports
m. Raceways and Boxes for Electrical Systems
n. Vibration and Seismic Controls for Electrical Systems
o. Lighting Control Devices
p. Panelboards
q. Wiring Devices
r. Fuses
s. Enclosed Switches and Circuit Breakers
t. Exterior Lighting
u. Addressable Fire-Alarm Systems

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

A. SUMMARY

1. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
2. Informational Submittals
3. General coordination procedures.
4. Requests for Information (RFIs).
5. Digital project management procedures.
6. Web-based Project management software package.
7. Project meetings.

B. Related Requirements:

1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.
4. Section 01 74 19 “Construction Management Waste and Disposal.”

C. DEFINITIONS

1. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

D. INFORMATIONAL SUBMITTALS

1. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
2. Name, address, and telephone number of entity performing subcontract or supplying products.
3. Number and title of related Specification Section(s) covered by subcontract.
4. Drawing number and detail references, as appropriate, covered by subcontract.
5. Key Personnel Names: Within 14 calendar days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
6. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, and by each temporary telephone. Keep list current at all times.

E. GENERAL COORDINATION PROCEDURES

1. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
2. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
4. Make adequate provisions to accommodate items scheduled for later installation.
5. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
6. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
7. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
8. Preparation of Contractor's construction schedule.
9. Preparation of the schedule of values.
10. Installation and removal of temporary facilities and controls.
11. Delivery and processing of submittals.
12. Progress meetings.
13. Preinstallation conferences.
14. Project closeout activities.
15. Startup and adjustment of systems.
16. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

F. REQUESTS FOR INFORMATION (RFIs)

1. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
2. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
3. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
4. RFI Process: During the construction phase, the Contractor shall use a Request for Information to make inquiries for clarification of the Contract Documents. The Contractor shall make every reasonable effort to carefully review the contract documents and search for answers prior to sending an RFI to the Architect. When RFI’s are transmitted, they shall be sent to the Architect in a timely fashion allowing a reasonable time frame for review and response by the design team.

a. The Architect will judge whether the Architect or its consultants would most appropriately answer the question.
b. The Contractor shall forward proposed solutions to any issues identified, along with the RFI, to help expedite an answer and/or resolution.
c. The Architect will return completed form to the Contractor in a timely fashion, and/or post to the project web site, and the Contractor shall forward on to and notify appropriate subcontractors and suppliers. Such response to RFI's by the Architect and/or its consultants shall not constitute approval of a change in contract time or the contract sum. Changes in contract time or cost shall be handled via a Change Order or Construction Change Directive.
d. If the Contractor believes the issue identified in the RFI will result in a change to the Contract Time or Sum, he shall so indicate on the RFI form. Such indication shall not automatically entitle the Contractor to an increase in the Contract Time or Contract Sum.
e. If the Contractor believes that due to the issue identified in the RFI, a change to the Contract Time or Contract Sum is necessary, he shall submit full substantiating documentation to the Architect within the time frames indicated in the General Conditions for a claim. Without such documentation in the required time frames, there will be no consideration of a change to the Contract Time or the Contract Sum.

5. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

a. Date.
b. Project name and number
c. Requested return date.
d. Name of Architect.
e. Name of Contractor.
f. RFI number, numbered sequentially.
g. RFI subject.
h. Specification Section number and title and related paragraphs, as appropriate.
i. Drawing number and detail references, as appropriate.
j. Field dimensions and conditions, as appropriate.
k. Contractor's proposed solution. If Contractor's proposed solution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
l. Contractor's signature.
m. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
n. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

6. RFI Forms: Contractor shall provide an electronic version of their standard form containing information noted in Paragraph C above.

a. Attachments shall be electronic files in Adobe Acrobat PDF format.
b. Form of Transmittal: The Contractor shall use email or the Project Web Site to transmit RFI's whenever feasible, which may require the use of scanned documents, digital photographs, etc. This shall be a requirement of the Contract Documents unless a particular RFI becomes technically infeasible to handle by this method.
c. Architect's Action: Unless otherwise noted in the General Conditions, the RFI will generally be answered within ten (10) working days. If the Architect determines that the RFI is incomplete, unclear, or requires further information to answer, this time frame will increase to provide an additional ten (10) working days upon receipt of all additional required information. The Architect and its consultants will

endeavor to respond appropriately to time critical questions. The Contractor shall only mark the RFI Time Critical (or urgent) in rare instances and only when absolutely necessary. Indication of a “Requested Return Date” with a time frame shorter than the above time frames will not be grounds for a contract time extension or delay claim. The Architect will endeavor to meet the requested date provided the Contractor does not routinely request quicker responses. The Contractor shall endeavor to plan the project work such that RFI’s do not commonly become time critical. The time frame will begin upon receipt in the Architect’s office on a normal working day (excluding the Architect’s holiday days) between the hours of 8:00 AM and 5:00 PM and will end upon the Architect’s transmission back to the Contractor on a normal working day for the Architect. No adjustments to the Contract Time will be considered for RFI’s answered within the above time frame. RFIs received after 1:00 p.m. by Architect will be considered as received the following working day.

7. The following Contractor-generated RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for approval of Contractor's means and methods.
   d. Requests for coordination information already indicated in the Contract Documents.
   e. Requests for adjustments in the Contract Time or the Contract Sum.
   f. Requests for interpretation of Architect's actions on submittals.
   g. Incomplete RFIs or inaccurately prepared RFIs.

8. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of its receipt of additional information.

   a. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
   b. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Owner in writing within ten (10) working days of receipt of the RFI response, or within the time frames indicated in the General Conditions, whichever is less.

9. Quantity of RFI’s: The Contractor should expect that a large number of RFI’s may be necessary to complete the Work. The number of RFI’s shall not be the basis of a claim for an increase in the Contract Time or the Contract Sum. The Contractor shall include all associated costs for processing these RFI’s in their bid, and for the time impacts (if any) in the project schedule.

10. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Where applicable, use software log that is part of web-based Project management software. Include the following:

    a. Project name.
    b. Name and address of Contractor.
    c. Name and address of Architect.
    d. RFI number including RFIs that were returned without action or withdrawn.
    e. RFI description.
    f. Date the RFI was submitted.
    g. Date Architect's response was received.
    h. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven calendar days if Contractor disagrees with response, or as provided by the General Conditions, whichever is shorter.

11. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

12. RFI Numbering: RFI's shall be consecutively numbered, beginning at "001".

13. Subcontractor RFI's:

14. General Requirements: Subcontractors shall also use an RFI form to request information or clarifications. The RFI form format is up to the Contractor and Subcontractor to determine, but it shall contain substantially the same information as described herein. The Owner and Architect reserve the right to reject the RFI format should it not contain substantially the same information as described herein.

15. Contractor's Review: The Contractor shall review and respond to all subcontractors' RFIs. When the Contractor has reviewed the RFI, and cannot find an answer in the Contract Documents, the Contractor shall assign the RFI an appropriate number, attach the subcontractor RFI, and forward it to the Architect.

G. WEB-BASED PROJECT MANAGEMENT

1. Project Web Site: Unless otherwise agreed to, the Contractor shall provide and host a Project Web Site for purposes of hosting and managing project communication and documentation until Final Completion. The Project Web Site may include, but is not limited to, the following functions:

   a. Project directory.
   b. Project correspondence.
   c. Meeting minutes.

2. Contract modifications forms and logs.

   a. RFI forms and logs.
   b. Task and issue management.
   c. Photo documentation.
   d. Schedule and calendar management.
   e. Submittals forms and logs.
   f. Payment application forms.
   g. Drawing and specification document hosting, viewing, and updating.
   h. Online document collaboration.
   i. Reminder and tracking functions.
   j. Archiving functions.
   k. Other information may be included on the Project Web Site as mutually agreed between the Owner, Architect, and Contractor as the Project progresses.

3. Web-Based Project Management Software Package: Unless otherwise agreed to, the Contractor shall provide, administer, and use web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.

4. Web-based Project management software includes, at a minimum, the following features:

   a. Compilation of Project data, including Contractor, subcontractors, Architect, Architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
   b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
   c. Document workflow planning, allowing customization of workflow between project entities.
   d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Supplemental Instructions, Construction Change Directives, and Change Orders.

e. Track status of each Project communication in real time, and log time and date when responses are provided.
f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
g. Processing and tracking of payment applications.
h. Processing and tracking of contract modifications.
i. Creating and distributing meeting minutes.
j. Document management for Drawings and Specifications, including revision control.
k. Management of construction progress photographs.
l. Mobile device compatibility, including smartphones and tablets.
m. Provide up to ten (10) Project management software user licenses for use of Owner, Architect, and Architect's consultants. Provide eight hours of software training at Architect's office for web-based Project software users.
n. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.

H. PROJECT MEETINGS

1. General: Meetings shall be scheduled and conducted at Project site as indicated.

a. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Contractor shall develop mutually acceptable dates and times with the Owner and Architect, and then schedule the meetings.
b. Agenda: Prepare the meeting agenda in conjunction with the Owner and Architect. Distribute the agenda to all invited attendees.
c. Scheduling: Contractor shall make every attempt to schedule preinstallation conferences on the same day as and close to the same time as progress meetings.

2. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to major attendees, but no later than 15 working days after execution of the Agreement.

a. Architect will conduct the conference to review responsibilities and personnel assignments.
b. Attendees: Authorized representatives of Owner, Architect and its primary consultants, Contractor, superintendent, major subcontractors, suppliers, and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
c. Agenda: Discuss items of significance that could affect progress, including the following:

1) Responsibilities and personnel assignments.
2) Tentative construction schedule.
3) Project Phasing.
4) Critical work sequencing and long-lead items.
5) Critical areas for MEP coordination.
6) Designation of key personnel and their duties.
7) Lines of communications.
8) Procedures for processing field decisions and Change Orders.
9) Procedures for RFIs.
10) Procedures for testing and inspecting.
11) Procedures for processing Applications for Payment.
12) Distribution of the Contract Documents.
13) Submittal procedures.

14) Preparation of record documents.
15) Use of the site.
16) Work restrictions.
17) Working hours.
18) Owner's occupancy requirements.
19) Responsibility for temporary facilities and controls.
20) Procedures for moisture and mold control.
21) Procedures for disruptions and shutdowns.
22) Construction waste management and recycling.
23) Parking availability.
24) Office, work, and storage areas.
25) Equipment deliveries and priorities.
26) First aid.
27) Security.
28) Progress cleaning.
29) Other subjects as appropriate.
30) Minutes: Entity responsible for conducting meeting shall record and distribute meeting minutes, within 5 working days of the meeting.

I. Pre-Submittal Conference: Architect will schedule and conduct a pre-submittal conference before starting construction, at a time convenient to major attendees.

1. Attendees: Authorized representatives of Owner, Architect and its consultants, Contractor and its superintendent, major subcontractors, suppliers, and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect efficient processing of submittals, including the following:

3. Responsibilities and personnel assignments.

4. Tentative submittal schedule.

5. Submittal prioritization.

6. Use of web-based Project software for logging submittals.

7. Procedures for transmitting submittals.

8. Procedures for action versus informational submittals.

9. Procedures for sustainable submittals.

10. Procedures for product data.

11. Procedures for Shop Drawings.

12. Procedures for Samples.

13. Procedures for delegated design submittals.

14. Procedures for other types of submittals.

15. Phased submittals.

16. Architect’s actions.

17. Responsibilities of Contractor to review submittals.

18. Definition of complete and well-coordinated submittals.

19. Minutes: Entity responsible for conducting meeting shall record and distribute meeting minutes, within 5 working days of the meeting.

J. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer's foreman and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
3. Contract Documents..
4. Related RFIs.
5. Related Change Orders.
6. Purchases.
7. Deliveries.
8. Submittals.
    a. Manufacturer's written instructions.
    b. Warranty requirements.
    c. Compatibility requirements.
9. Time schedules.
10. Temporary facilities and controls.
11. Space and access limitations.
12. Regulations of authorities having jurisdiction.
13. Testing and inspecting requirements.
    a. Required performance results.
14. Installation procedures.
    a. Review of mockups. See Division 01 sections "Mockups," "Quality Requirements," and individual technical Specification Sections for mock-up requirements.
    b. Acceptability of substrates
    c. Weather limitations.
    d. Possible conflicts.
    e. Protection of adjacent work.
    f. Protection of construction and personnel.
    g. Coordination with other work..
15. Minutes – Preinstallation Conferences and All Other Construction Related Meetings (except as noted herein): Contractor shall record significant discussions and agreements. Contractor shall distribute the meeting minutes to the Architect, and Owner, and the Architect's consultants within 5 working days of the meeting. Contractor shall distribute meeting minutes to subcontractors and other parties as they deem appropriate. To the greatest extent possible, minutes will be distributed via email only. The Contractor is responsible to print copies for themselves and for their records, and bring copies to the construction meetings.
16. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
17. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

K. Project Closeout Conference: Contractor shall schedule and conduct a project closeout conference, at a time convenient to major attendees, but no later than 30 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect and its consultants, Contractor and its superintendent, major subcontractors, suppliers, and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
4. Preparation of record documents.
5. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
6. Procedures for completing and archiving web-based Project software site data files.
7. Submittal of written warranties.
8. Requirements for preparing operations and maintenance data.
9. Requirements for delivery of material samples, attic stock, and spare parts.
10. Preparation of Contractor's punch list.
11. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
12. Submittal procedures.
13. Owner's partial occupancy requirements.
14. Installation of Owner's furniture, fixtures, and equipment.
15. Responsibility for removing temporary facilities and controls.
16. Minutes: Entity conducting meeting shall record and distribute meeting minutes.

L. Progress Meetings:

1. Architect shall conduct weekly progress meetings.
2. Coordinate dates of meetings with preparation of payment requests.
3. Attendees: Representatives of Owner, and Architect. In addition, Architect’s consultants, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings upon Owner’s, Architect’s, and/or Contractor’s request. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
4. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
5. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

6. Review schedule for next period.
7. Review present and future needs of each entity present, including the following:
8. Interface requirements.
9. Sequence of operations.
10. Resolution of BIM component conflicts.
11. Status of submittals.
12. Deliveries.
13. Off-site fabrication.
14. Access.
15. Site utilization.
16. Temporary facilities and controls.
17. Progress cleaning.
18. Quality and work standards.
19. Status of correction of deficient items.
20. Field observations.
21. Status of RFIs.
22. Status of proposal requests.
23. Pending changes.
24. Status of Change Orders.
25. Pending claims and disputes.
26. Documentation of information for payment requests.
27. Overall construction schedule.
28. Short term interval schedule.
29. Project closeout requirements, starting at Substantial Completion.
30. Minutes: Entity conducting meeting shall record significant discussions and agreements and shall distribute the meeting minutes to the Contractor, Owner, Architect, and the Architect’s consultants prior to the next scheduled meeting. Contractor shall distribute meeting minutes to subcontractors and other parties as they deem appropriate. To the greatest extent possible, minutes will be distributed via email only. The Contractor is responsible to print copies for themselves and for their records, and bring copies to the construction meetings.
31. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the minutes of each meeting..

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

A. GENERAL COORDINATION PROVISIONS

1. General:
2. The Contractor is responsible for the coordination of the work of all trades and shall check specifications, addenda, and drawings covering all trades as the work progresses. He/she shall promptly report to the Architect what he/she considers omissions, conflicts or points requiring clarification.
3. Contractor shall prepare and distribute to each entity performing work at project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings.
4. All Contractors, (Prime Contractor and Subcontractors), shall diligently comply with the following requirements:
    a. Cooperate in planning and layout of the work well in advance of operations.
    b. Inform other contractors of requirements at proper time to prevent delay or revisions.
    c. Be informed on the requirements of other contractors and check own work for conflicts with the work of other contracts.
    d. Ensure delivery of materials and performance of work on coordinated schedule with other contracts.
5. The Contractor shall be represented on the job site by its superintendent at all times when there is construction going on, including the work of its subcontractors, as well as work of its own.
6. Coordination of Reports/Activities: Coordinate both the procedural timing and the listing (naming and sequencing) of reports/activities required by provisions of this Section and other sections, to afford consistency and logical coordination between submitted reports or lists. Maintain coordination and correlation between separate reports by updating at month day or shorter time intervals. Make appropriate distribution of each report and updated report to entities involved in the work including Architect, and Owner. In particular, provide close coordination of progress schedule, schedule of values listing of subcontracts, schedule of submittals, progress reports, and payment requests (see Division 1 Sections “Payment Procedures” and “Construction Progress Documentation.”)
7. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
8. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

B. OTHER COORDINATION

1. General:
    a. Contractor shall give the Owner forty-eight (48) hours’ advance written notice of its intention to work overtime, nights, Sundays or holidays, or anytime outside the usual working hours, and shall submit a log of the extra hours worked. In no case shall the Contractor do any such work without first notifying the Owner to permit arrangements for proper inspection.
    b. Contractor shall reimburse the additional cost to the Owner for inspection work on Sundays, recognized holidays, or hours beyond the normal work hours as list in Division 1 Section “Summary.” Such reimbursement shall include all additional costs to the Owner.
    c. Contractor is cautioned that, at times during construction, there may not be sufficient room to park for all construction personnel on site. Room for trailers, materials, etc., take priority space. Other arrangements shall be made by the Contractor to satisfy parking requirements.

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Special reports.

B. Related Requirements:

1. Section 01 25 00 "Submittal Procedures" for submitting schedules and reports.
2. Section 01 40 00 "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time ownership shall be as defined in the General Conditions.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: For submittals required under this Section, submit required submittals in the following format:

1. Of the quantity and of the type required by Division 1 Section “Submittal Procedures”.

B. Startup construction schedule.

1. Approval of startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

3. Total Float Report: List of all activities sorted in ascending order of total float.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals, if requested.

H. Material Location Reports: Submit at monthly intervals, if requested.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Special Reports: Submit at time of unusual event.

1.4 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.

2. Verify availability of qualified personnel needed to develop and update schedule.

3. Discuss constraints, including phasing, work stages, area separations, interim milestones and Owner occupancy.

4. Review delivery dates for Owner-furnished products.

5. Review schedule for work of Owner's separate contracts.

6. Review submittal requirements and procedures.
7. Review time required for review of submittals and resubmittals.
8. Review requirements for tests and inspections by independent testing and inspecting agencies.
9. Review time required for Project closeout and Owner startup procedures.
10. Review and finalize list of construction activities to be included in schedule.
11. Review procedures for updating schedule.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
3. Major subcontractors shall review, agree and sign-off on the baseline schedule to ensure subcontractors are able to meet schedule.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. General: Comply with the requirements of the General Conditions, and the requirements of the Special or Supplemental Conditions, if any. Those requirements take precedence over the requirements of this section if any are in conflict.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect. Break longer-duration activities into shorter sub-activities.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 012500 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Closeout Procedures: Indicate estimated time for closeout procedures and allow time for Contractor's administrative procedures.
7. Punch List and Final Completion: Include not more than 60 days for completion of punch list items and final completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
5. Work Restrictions: Show the effect of the following items on the schedule:
    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.
6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Startup and placement into final use and operation.
7. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
    a. Structural completion.
    b. Temporary enclosure and space conditioning.
    c. Permanent space enclosure.
    d. Completion of mechanical installation.

e. Completion of electrical installation.
f. Substantial Completion.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, plus other major milestones:

F. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.

G. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

H. Recovery Schedule: When periodic update indicates the Work is 10 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

I. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

1. Use Microsoft Project, Primavera, other approved operating system, or scheduling component of Project management software package specified in Section 013100 "Project Management and Coordination."

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Startup Network Diagram: Submit diagram within 14 calendar days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.

1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.

a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.

3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.

4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

   a. Preparation and processing of submittals.
   b. Mobilization and demobilization.
   c. Purchase of materials.
   d. Delivery.
   e. Fabrication.
   f. Utility interruptions.
   g. Installation.
   h. Work by Owner that may affect or be affected by Contractor's activities.
   i. Testing and inspections.
   j. Closeout procedures.
   k. Punch list and Final Completion.
   l. Activities occurring following Final Completion.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.

4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

   a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.

5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect’s approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.

   a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
   b. Total cost assigned to activities shall equal the total Contract Sum.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.

2. Description of activity.

3. Main events of activity.

4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.
10. Dollar value of activity (coordinated with the schedule of values).

G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.

1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
    a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
    b. Submit value summary printouts one week before each regularly scheduled progress meeting.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Regulatory Agency Inspections: List agency, type of inspection, and result.
5. Special Inspections: List special inspector, type of inspection, and result.
6. Inspection Sign-In Sheet: Prepare and maintain a sign-in sheet in the job office for all inspectors to record their inspections.

7. Equipment at Project site.
8. Material deliveries.
9. High and low temperatures and general weather conditions, including presence of rain or snow.
10. Testing and inspection.
11. Accidents.
12. Meetings and significant decisions.
13. Unusual events (see special reports).
14. Stoppages, delays, shortages, and losses.
15. Meter readings and similar recordings.
16. Emergency procedures.
17. Orders and requests of authorities having jurisdiction.
18. Change Orders received and implemented.
19. Construction Change Directives received and implemented.
20. Services connected and disconnected.
21. Equipment or system tests and startups.
22. Partial completions and occupancies.
23. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner and Architect within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Provide planning, evaluation, and reporting using CPM scheduling.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate final completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 31 00 "Project Management and Coordination" for submitting subcontract list, for requirements for web-based Project software, and for submittal preparation and review meeting.
3. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
5. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
6. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
7. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

D. Calendar Day: The period of elapsed time, using local time, that begins at midnight and ends 24 hours later at the next midnight.

1. Calendar days include weekdays and weekends but exclude federal and/or TCF office holidays.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit, as an action submittal, a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include

additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or review completion.
    g. Scheduled date of fabrication.
    h. Scheduled dates for purchasing.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.4 SUBMITTAL FORMATS

A. Digital Submittals: Prepare submittals as a searchable PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number as described herein for digital submittals.

B. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files or other format indicated by Project management software used by Contractor.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Digital data files of portions of the Contract Drawings are available from the Architect for Contractor's use in preparing submittals, as provided herein.

1. Architect will furnish Contractor one set of limited digital data drawing files of specific portions the Contract Drawings for use in preparing Shop Drawings. Not all Contract Drawings will be available and will be limited to those drawings as determined by the Architect and its consultants.
    a. One set of digital copies will be provided by Architect for Contractor's use in preparing submittals at no charge upon completion of proper release and indemnification paperwork by the Contractor. The Contractor will then be responsible for distribution to their subcontractors. If additional or subsequent copies are requested by the Contractor, the Architect will provide upon payment to the Architect or their Consultants at $150.00 per hour for all time required to prepare and transmit files. Subcontractors and suppliers shall not contact the Architect directly to request Contract Drawing files.
    b. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    c. The following digital data files will by furnished for each appropriate discipline:

1) Site Plans
2) Floor Plans
3) Building Sections
4) Building Elevations
5) Other drawings may be made available on request of the Contractor solely at the discretion of the Architect and his consultants.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Submit all submittal items required for each Specification Section concurrently, to the extent possible, unless partial submittals for portions of the Work are indicated on approved submittal schedule.

3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
b. An example of related submittals are submittals requiring color selections. The Architect may not approve any submittals requiring color selections until all submittals requiring color selections, along with the required samples, are provided so that the Architect can make comprehensive and coordinated selections, even when a Color Schedule is provided on the drawings.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect’s receipt of submittal at their office during normal working hours Monday through Friday (excluding holidays). No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals, or due to incomplete or rejected submittals.

1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow 21 calendar days for initial review of each submittal. This will generally include all submittals for all Sections except Divisions 3 through 12, plus door hardware, specialty equipment, and possibly other items. Architect will distribute submittals to concurrent reviewers.

3. Interrelated Submittals: Where one submittal cannot be fully reviewed without receipt of another submittal, the time frame for review will not begin until as such interrelated submittals are received.

4. Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals may be transmitted directly to Architect's consultants, provide duplicate copy of transmittal to Architect. Submittal will be returned to Architect before being returned to Contractor. The Contractor shall confirm in advance those submittals that they propose to handle in this manner.

5. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

6. Multiple Submittals from Contractor: When the Contractor submits multiple submittals at the same time, they shall prioritize the return of the submittals, communicate the order of importance to the Architect, and allow additional time for review as is reasonable depending on the number of submittals already in process and in the new batch of submittals.

7. Incomplete, Inadequate and Rejected Submittals: If a submittal is in any way incomplete or inadequate and the Architect requests additional information, requires a resubmittal, or rejects the submittal, the above stated time frames for review will start over once the complete and adequate submittal is received at the Architect's office.

8. Resubmittal Review: Allow same time frames as above for processing each resubmittal.

9. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow an additional 7 calendar days per party for initial review of each submittal. An example of a sequential review is the steel framing submittals.

D. Digital Submittals: Digital submittal are required and shall be transmitted via digital file hosting service or via web-based project software that the Contractor prefers and is acceptable to the Owner and Architect. This service or software must log all activity, showing status, due dates etc.

1. One PDF digital copy shall be issued for each submittal. For physical samples, a paper transmittal must be included with the sample(s). Digital pictures or scans of physical sample will not be acceptable for review, but will be retained for digital records. The time for review shall not commence until the Architect receives the digital file on a standard workday that the office is open. Identify and incorporate information in each digital submittal file as follows:

   a. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
   b. Name file with submittal number or other unique identifier, including revision identifier.
   c. File name shall use project identifier and the Specification Section number for the sample in this project, followed by a decimal point and then a sequential number (e.g., ASPCP-06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., ASPCP-06 10 00.01.A).

2. Provide cover sheet with open area for Contractor's review and approval stamp and review comment stamp by Architect.

3. Transmittal Form for Digital Submittals: Use form acceptable to Owner and Architect, containing the following information:

   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Name of firm or entity that prepared submittal.
   f. Names of subcontractor, manufacturer, and supplier.
   g. Category and type of submittal.
   h. Submittal purpose and description.
   i. Specification Section number and title.
   j. Specification paragraph number or drawing designation and generic name for each of multiple items.
   k. Drawing number and detail references, as appropriate.
   l. Location(s) where product is to be installed, as appropriate.

m. Related physical samples submitted directly.
n. Indication of full or partial submittal.
o. Transmittal number, numbered consecutively.
p. Submittal and transmittal distribution record.
q. Other necessary identification.
r. Remarks.
s. Signature of transmitter.

4. Metadata: Include the following information as keywords in the digital submittal file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

E. Options: Identify options requiring selection by Architect.

F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

J. Record Submittals: Retain digital copy of all reviewed submittals for submission to the Owner at the end of the project as a part of required closeout documentation.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.

a. Architect will return annotated file. Retain copy of file as a digital Project Record Document file.

2. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.

    a. Architect will return annotated file. Retain copy of file as a digital Project Record Document file.

3. Action Submittals: Follow the requirements outlined in this Section for digital submittals.

4. Retain "Action Submittals" and "Informational Submittals" subparagraphs below as default requirements for paper copies of submittals; other quantity requirements may be included with individual submittal requirements elsewhere in this article. Additional copies may be required for projects with a construction manager or a commissioning authority. Informational Submittals: Follow the requirements outlined in this Section for digital submittals.

B. Submittal Sequencing: Prepare submittals for review in the following order to help ensure Project delivery efficiencies:

1. Qualification Data.
2. Certificates and Certifications.
3. Samples for Initial Selection, if any.
4. Product Data.
5. Samples for Verification.
6. Delegated Design Data.
7. Shop Drawings.
8. Product Schedules.
9. Testing and Research.

C. Product Data: Collect information into a single digital submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Digitally annotate each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.
    h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

    a. Wiring diagrams showing factory-installed wiring.
    b. Printed performance curves.
    c. Operational range diagrams.
    d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Reproduction of contract documents for shop drawings will not be accepted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Submit Shop Drawings in the following format: PDF digital file.

E. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submitted and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Provide corresponding digital submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor if returned by the Architect.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available, only if these characteristics are not indicated in the Contract Documents.

6. Samples for Verification: Submit full-size units of Samples of size and quantity indicated in specification section, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit two (unless more are required by individual specification sections) sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample. If the Contractor requires additional sets to be returned for their use, or that of their subcontractors or suppliers, provide additional sets above the number stated herein.

1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least four sets of paired units that show approximate limits of variations.

F. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.
5. Submit product schedule to Architect as PDF.

G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation", and the General Conditions.

H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures", and the General Conditions.

I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements", and the General Conditions.

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

1. In addition to the Product Data submittal, include the manufacturer’s recommended installation and start-up procedures with associated checklist or form for each unique piece of equipment. These procedures and forms shall be for the specific piece of equipment to be provided.
2. Include the installation and startup information under a separate tab titled “Installation/Startup”.

K. Certificates and Certifications: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.

1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

5. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

L. Test and Research Reports:

1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

3. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

a. Name of evaluation organization.
b. Date of evaluation.
c. Time period when report is in effect.
d. Product and manufacturers' names.
e. Description of product.
f. Test procedures and results.
g. Limitations of use.

4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

6. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

M. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digital copies as required herein for Action Submittals, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting. Do not submit incomplete, inaccurate, or non-complying submittals.

B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not show Contractor's review and approval.

D. Contractor shall not forward incomplete or inadequate submittals to the Architect but shall return such submittals to the subcontractors for completion or correction and shall only forward to the Architect once such submittals are completed or corrected.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action indicated in this article.

B. Action Stamp - Architect’s Response: The Architect will stamp each submittal with a uniform, action stamp, or cover sheet with action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:

1. “No Exceptions Taken”: If this box is marked, the work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents; acceptance of the work will depend upon compliance with requirements.

2. “Note Markings/Comments”: If this box is marked, the work covered by the submittal may proceed provided it complies with both the Architect’s/Engineer’s notations or corrections to the submittal and with the requirements of the Contract Documents; acceptance of the work will depend on that compliance with requirements.

3. “Comments Attached”: If this box is marked, the review comments have been attached to the submittal and should be processed as if they had been written on the submittal itself. The work covered by the submittal may proceed provided it complies with both the Architect’s/Engineer’s notations or corrections to the submittal and with the requirements of the Contract Documents; acceptance of the work will depend on compliance with requirements.

4. “Rejected”: If this box is marked, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Architect’s/Engineer’s notations and resubmit without delay.

C. Action Stamp - “Response Required of Contractor”: The action stamp will also contain one or more of the following actions required by the Contractor.

1. “Distribute”: If this box is marked, distribute the submittal pursuant to the requirements contained in this Section.

2. “Confirm and Verify”: If this box is marked, do not proceed with the work covered by submittal including purchasing, fabrication, delivery, or other activity until the information referenced by the Architect’s/Engineer’s notations has been confirmed and/or verified by the Contractor and the Architect has been notified of the Contractor’s findings.

3. “Provide Corrected Copy”: If this box is marked, the work covered by submittal may proceed once the Architect receives a revised submittal and provided the work complies with both the Architect’s/Engineer’s notations or corrections and the requirements of the Contract Documents.

4. “Revise and Resubmit”: If this box is marked, do not proceed with the work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal in accordance with the Architect’s/Engineer’s notations and resubmit without delay. Repeat if necessary.

D. Informational Submittals: Architect may review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

E. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

F. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

G. Architect will return without review submittals received from sources other than Contractor.

H. Submittals not required by the Contract Documents may be returned by the Architect without action.

I. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action for the Contractor based on the options provided on the website, which shall approximate the Architect’s Action Stamps described herein.

3.3 SUBMITTALS LIST

A. General:

1. The listing of submittals hereinafter is set forth generally as a check list for the Contractor’s convenience and are general in nature.

2. The Contractor shall add to this list any omissions of any submittals specified in other Sections but not listed hereinafter.

3. Contractor shall prepare a full listing of all submittals, including those required in all technical sections, in accordance with this Section.

B. Submittals, Within 7 Calendar Days of Notice of Intent to Award Contract:

1. Executed Agreement.
2. Performance and Labor & Material Payment Bonds (State of Washington Statutory Form for Public Work, RCW 39.08) with certified copy of Power of Attorney from Attorney-in-Fact executing bonds.
3. List of subcontractors and major material suppliers for principal portions of the Work.
4. Evidence of bondability of mechanical and electrical subcontractors.

C. Submittals, After Contract Award and Prior to Notice to Proceed:

1. Certified copies of Contractor's Liability Insurance Policies (AIA Doc. G705).
2. A designation of the Work to be performed by the Contractor by his own forces.
3. List of proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
4. Chain-of-command organizational chart with emergency telephone numbers listed for key personnel and principal subcontractors.
5. List of prevailing wage rates, cost categories, and markups that will be used for determining Change Order amounts. This information shall be company-specific and shall include all planned subcontractors. If additional subcontractors are added during the project, they shall also provide this information. The above information shall be updated when wage rates are revised.
6. Plan of action for excavation, removal, and disposal of any contaminated soils material discovered on-site.
7. Preliminary Construction Schedule.
8. Health and safety plan, as required by Section 014500 "Safety Procedures."

D. Submittals, Within 14 Calendar Days After Notice to Proceed:

1. Schedule of Values.
2. Submittal Schedule.

E. Submittals, Within 30 Calendar Days After Notice to Proceed:

1. Construction "Baseline" schedule in prescribed form.
2. All submittals, Shop Drawings and Product Data.

F. Submittals, At Least 14 Calendar Days Prior to the First Month's Application for Payment:

1. Retainage Agreement.

G. Submittals, to Proceed or Accompany the First Month's Application for Payment

1. Statement of Intent to Pay Prevailing Wages on Public Works Contract:
    a. On form issued by the State of Washington, Department of Labor and Industries.
    b. One is required from the Contractor and one from each of those subcontractors who will provide labor on the project site.
    c. When these forms have been filled in, the Contractor shall send them to the Industrial Statistician in Olympia for certification. After certification, three copies will be returned to the Contractor. Contractor shall forward the Owner's copy directly to the Owner (do not send through the Architect). The Contractor shall

send the Architect a copy of their transmittal letter to the Owner. The Contractor shall also post on the Project Site one certified copy of each Statement of Intent.

d. For further information, phone the State of Washington Industrial Statistician (360) 753-4019.

2. Copies of building permits.

H. Submittals, Estimated Monthly Pay Requests: Within 7 days after acceptance of the Contractor's construction schedule, prepare and submit a summation of estimated monthly pay requests showing total dollar amounts projected to be requested each month. This summation is to be used by the Owner for planning purposes.

I. Submittals, Prior to Each Month's Payment:

1. Application and Certification for Payment. (See Division 1 Section "Payment Procedures" for form and requirements).

2. Updated CPM construction schedule.

3. Signed receipts from principal subcontractors and major material suppliers (See Division 1 Section "Payment Procedures").

4. Notarized affidavit of payments to all subcontractors and major material suppliers (See Division 1 Section "Payment Procedures").

J. Submittals, Within 45 Days After Notice to Proceed: All color samples required for the entire project for all materials and products requiring color selection, or sooner if required by the project schedule.

K. Submittals, During the Project Construction Period: All Shop Drawings, Samples (other than color samples) and brochures specified in each Section of the Project Manual to be submitted within 30 days after Notice to Proceed, or sooner if required by the project schedule.

L. Submittals, Prior to Substantial Completion:

1. Notification to Architect that work of the Project is substantially complete, including a listing of items of work to be completed or corrected, together with a Certificate of Occupancy or occupancy permit issued by the Local Building Department for the entire Project.

2. Refer also to other Sections for additional submittal items required as a prerequisite to Substantial Completion.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Related Requirements:

1. Refer Divisions 02 through 33 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

A. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

B. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project except where individual specification sections have specific requires, in which case, the individual specification section requirements shall govern; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

C. Mockups: Full-size physical assemblies that are constructed on-site either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

D. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

E. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as

appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.

1. Indicate manufacturer and model number of individual components.

2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Inspection of Workmanship: Describe process for inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.

E. Monitoring and Documentation: Maintain inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

A. Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.

2. Project title and number.

3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
9. Comments or professional opinion on whether inspected Work complies with the Contract Document requirements.
10. Name and signature of inspector.

B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using exact materials, including color and finish, indicated for the completed Work. Unless specifically noted by the Architect as approved to become a part of the completed Work, mockups shall be demolished and discarded and area shall be restored.

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect.
3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Build in-place mockups containing multiple components, in stages, allowing Architect and Envelope Consultant the opportunity to review each component's installation prior to covering it up.
7. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
    a. Allow seven days for initial review and each re-review of each mockup.
8. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
9. Demolish and remove mockups when directed unless otherwise indicated.

I. Contractor is responsible to coordinate Mockups as identified in Specifications.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made directly by the Owner.
3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Iinspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Associated Services: Cooperate with agencies performing required inspections and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF REQUIRED ACTIVITIES

A. Miscellaneous:

1. General: Provide special inspections required by International Building Code as adopted by the agency having jurisdiction for structural or other work or as requested by Owner.

2. Additional testing Services: Additional testing which may be performed by the Owner's independent testing agency, if any, are specified elsewhere in Contract Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract. Where the terms “or approved” or “as approved” or “for approval” are used, the Architect, with appropriate Owner consultation, will be the judge of the quality and suitability of the proposed substitutions. In no case will “approval” by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the contract documents. Whenever a material, article or piece of equipment is identified on the Drawings or in the Project Manual by reference to manufacturer’s or vendor’s names, trade names, catalog numbers, or the like, and followed by the wording “or approved”, “or approved substitute” or “equivalent, as approved”, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equivalent substance, appearance or function and has been approved by the Architect in writing prior to bid opening in conformance with the provision of the Instruction to Bidders and applicable Division 01 Sections. It shall not be purchased or installed by the Contractor without Architect’s and Owner’s prior written approval.

C. “Architect”: Shall mean “TCF Architecture, PLLC,” 124 N I Street, Tacoma, WA 98403. 253-572-3993.

D. “Coordinate”: The term “coordinate” means satisfactorily combine the work of all trades, including work being carried out on site under other contracts administered by the Owner, as such work affects the work under the Contract, for a complete and operating installation.

E. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

F. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

G. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

H. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

I. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

J. "Provide": Furnish and install, complete and ready for the intended use.

K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents. Also see abbreviations listed on the drawings.

AABC	Associated Air Balance Council	www.aabc.com
AAMA	American Architectural Manufacturers Association	www.aamanet.org
AASHTO	American Association of State Highway and Transportation Officials	(202) 624-5800
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute www.concrete.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AGA	American Gas Association www.aga.org	(202) 824-7000
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction	(800) 644-2400

	www.aisc.org	(312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts www.aosaseed.com	(505) 522-1437
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9500
ATIS	Alliance for Telecommunications Industry Solutions www.atis.org	(202) 628-6380
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CGA	Compressed Gas Association	(703) 788-2700

CLFMI	Chain Link Fence Manufacturers Institute	(301) 596-2583
CRSI	Concrete Reinforcing Steel Institute	(847) 517-1200
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CSI	www.csinet.org	(703) 684-0300
ECA	Electrical Components Association www.ec-central.org	(703)907-8024
EIA	www.eia.org	
EJCDC	Engineers Joint Contract Documents Committee http://content.asce.org/ejcdc/	(703) 295-6000
ETL SEMCO	(Formerly: ITS - Intertek Testing Service NA) www.intertek-etlsemko.com	
FM Global	FM Global www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HI/GAMA	Hydronics Institute/Gas Appliance Manufacturers Association Division of Air-Conditioning, Heating, and Refrigeration Institute (AHRI) www.ahrinet.org	(908) 464-8200
ICBO	International Conference of Building Officials www.iccsafe.org	(888) 422-7233
ICEA	www.icea.net	
ICRI	International Concrete Repair Institute, Inc.	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	www.ieee.org	
IES	Illuminating Engineering Society of North America	(703) 525-0320
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561

ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
ITS	(Now ETL SEMCO)	
ITU	International Telecommunication Union	41 22 730 51 11
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(630) 942-6591
NACE	(National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	www.nadca.com	
NAGWS	National Association for Girls and Women in Sport	(800) 213-7193, ext. 453
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 222-2300
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	www.necanet.org	
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (269) 488-6382
NFPA	NFPA www.nfpa.org	(800) 344-3555
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	(National Sanitation Foundation International) www.nsf.org	(734) 769-8010
NSSGA	www.nssga.org	(703) 525-8788
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PGI	PVC Geomembrane Institute	(217) 333-3929

SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
UL	www.ul.com	(847) 272-8800
UNI	Uni-Bell PVC Pipe Association	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(800) 795-1747
WASTEC	Waste Equipment Technology Association	(800) 424-2869

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

DIN	www.din.de	
IAPMO	International Association of Plumbing and Mechanical Officials	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

COE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://dodssp.daps.dla.mil	(215) 697-6257

DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	www.fda.gov	
FTA	Federal Transit Administration www.transit.dot.gov	(202) 366-4043
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	(See TRB)	
NIST	National Institute of Standards and Technology	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Buildings Service (See GSA)	
PHS	http://www.hhs.gov/ophs/	
RUS	Rural Utilities Service	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	www.usda.gov	
USP	U.S. Pharmacopeia	(800) 227-8772
USPS	Postal Service www.usps.com	(202) 268-2000

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and

regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from U.S. Access Board www.access-board.gov	(202) 272-0080

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 42 00

SECTION 01 45 00 - SAFETY PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes requirements for safety procedures.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Division 00 Section “General Conditions of the Contract for Construction”, Article 10.

1.2 PRELIMINARY WORK

A. Prior to the start of and during the course of the Work the Contractor shall make a thorough survey of the entire worksite to determine all potential hazards and notify the Owner in writing of any such hazards prior to the commencement of work, or within 5 working days, whichever comes first. Workmen shall be made aware of those hazards and shall be instructed in procedures and the use of equipment for their protection. The Contractor shall verify the location and condition (“live” or “dead”) of all utilities on and near the worksite and take precautions to protect his employees, the general public, and the property.

1.3 IMMINENT DANGER

A. The Contractor shall be wholly responsible for any accidents, (including death) occurring at any time during the progress of the work and until the final acceptance of the work by the Owner, which may happen to any of his workmen or those of any Subcontractor employed on the project, or for any damage or injuries (including death) which his work and operations may cause to the work being constructed, or to existing buildings, or to any tenants and occupants of the property, or of the adjoining properties, or to the public, or to any public or private property.

1.4 SAFETY

A. The Contractor shall ensure that all employees, visitors, subcontractor’s employees, and suppliers’ employees, while on the work site, comply with the requirements of WISHA, these requirements, and the safety precautions contained in other Specifications Sections. The Contractor shall promptly and fully comply with, execute and, without separate charge thereof to the Owner, shall enforce compliance with the provisions of the Washington Industrial Safety and Health Act of 1973, with particular attention paid, but not limited to, Chapter 296-155, WAC Safety Standards for Construction Work; with particular attention paid but not limited to Chapter 296-24 WAC General Safety and Health Standards; with particular attention paid but not limited to Chapters 296-27, 196-350 and 296-360 WAC regarding Administrative Safety and Health Act Chapter 49-17 RCW, and any addenda thereto.

B. The Contractor shall immediately advise the Owner of inspections conducted by WISHA at the work site, and shall transmit copies of citations and violations to the Owner.

1.5 SAFETY RESPONSIBILITIES

A. Contractor shall be responsible to:

1. Ensure compliance with these requirements, WISHA requirements, and other safety requirements.

2. Authorize immediate action to correct substandard safety conditions.

3. Review and act to ensure compliance with safety procedures with his supervisors, subcontractors, and suppliers.

4. Make thorough daily safety inspections of the work site and immediately act to eliminate unsafe acts and unsafe conditions.
5. Investigate worksite accidents and recommend immediate corrective action.
6. Assist in the preparation of accident investigation and reporting procedures.
7. Be responsible for the control, availability, and use of safety equipment, including employee personal protective equipment.

1.6 HEALTH AND SAFETY PLAN:

A. Contractor shall generate and submit a health and safety plan for the project, including all aspects of project demolition, abatement, soil remediation, and new construction.

B. Architect will not comment on or approve the health and safety plan. Submission is for their reference only. All health and safety procedures are solely the Contractor's responsibility.

1.7 REQUEST FOR VARIANCES

A. Requests for variances to deviate from WISHA requirements must follow the current established procedures by that Agency.

1.8 FAILURE TO COMPLY

A. If the project is shut down due to the Contractor's failure to comply with the requirements of WISHA or other applicable safety requirements, no part of the time loss due to any such suspension of operations or stop orders shall be made the subject of a claim for extension of time or for increased cost or damage by the Contractor.

PART 2 - PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 45 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. General: Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.

1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.

2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.

3. Indicate sequencing of work that requires water and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its

use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:

1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot square tack and marker boards.
3. Drinking water and private toilet (portable, exterior toilets are acceptable).
4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

C. Security Camera System: Provide an Owner-approved security camera system and signage making public aware of such system. Cameras and signage shall be provided in quantities, locations and with recording capabilities sufficient to deter theft and vandalism.

D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating, Cooling, and Dehumidifying Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.

3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Use of Permanent Toilets: Use of Owner's new toilet facilities is not permitted.

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

1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

C. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

D. Lighting: Provide temporary building lighting with local switching that provides adequate illumination for construction operations, observations, inspections, security, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating the entire system.

E. Electronic Communication Service: Provide secure Wi-Fi wireless connection to internet with provisions for access by Architect and Owner.

F. Computer: Provide a desktop computer in the primary field office adequate for use by the Superintendent, and occasionally by the Architect or Owner to access Project electronic documents and maintain electronic communications.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.
3. Post “No Parking” signs at all areas where parking is not permitted.

C. Parking: Provide temporary parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Project Signs: Provide Project signs as indicated. Unauthorized and promotional signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.

F. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

C. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: As required by plans.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner and one to the Architect.

D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

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

F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.

2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.

3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

H. Install Owner-approved security camera system and signage making public aware of such system at start of work. Cameras and signage shall be installed in quantities, with recording capabilities, and at locations sufficient to deter theft and vandalism.

3.6 MOISTURE AND MOLD CONTROL

A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.

2. Protect stored and installed material from flowing or standing water.

3. Keep porous and organic materials from coming into prolonged contact with concrete.

4. Remove standing water from decks.

5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.

2. Keep interior spaces reasonably clean and protected from water damage.

3. Periodically collect and remove waste containing cellulose or other organic matter.

4. Discard or replace water-damaged material.

5. Do not install material that is wet.

6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

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

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:

1. Section 00 10 00 “Instructions to Bidders” for substitution requirements during the bid phase.
2. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
3. Section 01 42 00 "References" for applicable industry standards for products specified.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

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

1.3 ACTION SUBMITTALS

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

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 21 days of receipt of request, or 14 days of receipt of additional information or documentation, whichever is later.

a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.

2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

6. Protect stored products from damage and liquids from freezing.

7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 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 the 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 the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a 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 the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 43 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Products shall be ASBESTOS, FORMALDEHYDE AND LEAD FREE.
7. Or Equal and Or Approved: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," or “or approved substitute” comply with requirements in Division 00 Section “Instructions to Bidders” and Section 01 25 00 “Substitution Procedures” to obtain approval for use of an un-listed product or manufacturer.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:

a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless indicated with the words “or approved substitute” or similar words, following the process as described herein for substitutions.
b. Non-restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless indicated with the words “or approved substitute” or similar words, following the process as described herein for substitutions. .
b. Non-restricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers, or an approved substitute where so indicated following the substitution request process required by the Contract Documents. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

6. “Comparable Products” will only be considered where “Comparable Products” are specially noted as an acceptable option, and through the substitution request process where so indicated as an option.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and Patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Correction of the Work

B. Related Requirements:

1. Section 01 10 00 "Summary" for limits on use of Project site.
2. Section 01 77 00 "Closeout Procedures" for recording of Owner-accepted deviations from indicated lines and levels and final cleaning.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.3 INFORMATIONAL SUBMITTALS

A. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

1. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include but are not limited to the following:

a. Primary operational systems and equipment.
b. Fire separation assemblies.
c. Air or smoke barriers.
d. Fire-suppression systems.
e. Mechanical systems piping and ducts.
f. Control systems.
g. Communication systems.
h. Fire-detection and -alarm systems.
i. Electrical wiring systems.
j. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

a. Water, moisture, or vapor barriers.
b. Membranes and flashings.
c. Exterior storefront construction.
d. Equipment supports.
e. Piping, ductwork, vessels, and equipment.
f. Noise- and vibration-control elements and systems.

4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility, Owner, and Architect, that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless indicated otherwise on the drawings.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

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

D. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

E. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect. Except as otherwise indicated, mount individual units of work at industry recognized standard mounting heights, for applications indicated. See Standard Mounting Heights indicated in drawings. Refer questionable mounting height choices to Architect for final decision. See the Drawings for Typical Mounting Heights, and Interior Elevations for specific mounting heights, plus other drawings and detail sections.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Access Points: Keep access points free from mud, gravel, or other deleterious materials that may be tracked onto the adjacent road. The access shall be suitable for passenger vehicles at all times.

D. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

E. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

F. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

G. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

H. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 74 19 "Construction Waste Management and Disposal."

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining, and corrosion.
16. Bacteria.
17. Mold.
18. Rodent and insect infestation.
19. Combustion.
20. Electrical current.
21. High-speed operation.
22. Improper lubrication.
23. Unusual wear or other misuse.
24. Contact between incompatible materials.

25. Destructive testing.
26. Misalignment.
27. Excessive weathering.
28. Unprotected storage.
29. Improper shipping or handling.
30. Theft.
31. Vandalism.

3.7 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 91 13 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION 01 73 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Recycling nonhazardous demolition and construction waste.
2. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.3 PERFORMANCE REQUIREMENTS

A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Construction Waste:

a. Packaging: Salvage or recycle 100 percent of the following uncontaminated packaging materials:

1) Paper.
2) Cardboard.
3) Boxes.
4) Plastic sheet and film.
5) Polystyrene packaging.
6) Wood crates.
7) Pallets.
8) Plastic pails.

2. Construction Office Waste:

a. Office paper.
b. Beverage containers.
c. Printer cartridges.
d. Cardboard.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 14 days of date established for the Notice to Proceed. Draft Waste Management Plan will be reviewed by the Owner for comment and approval.

1. Include a list of haulers, recyclers, and disposal facilities, to include recycling, general waste, and hazardous waste facilities.
2. Include a sample of recycling facility's monthly documentation.
3. Plan review comments are made by the Owner. Once an acceptable response is received the plan is approved.

1.5 QUALITY ASSURANCE,

A. Waste Manager: The Contractor shall designate an on-site party (or parties) responsible for instructing workers, overseeing and documenting results of the Waste Management Plan for the Project. The Owner will provide staff to assist in this training and to make periodic visits.

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E1609 and requirements in this Section. Plan shall consist of waste identification and waste reduction work plan. Distinguish between demolition and construction waste. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.

1. The Contractor shall distribute copies of the Waste Management Plan to the Job-Site Supervisor, each Subcontractor, the Owner, and the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

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

1. Comply with operation, termination, and removal requirements in Section 01 50 00 "Temporary Facilities and Controls."

B. Waste Manager: The Contractor's staff shall include an experienced waste manager to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
3. Include 'Waste Management' as a topic at each Preinstallation meeting with subcontractors.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. General: Not applicable for this project.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

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

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

4. Store components off the ground and protect from the weather.

5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.

3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.5 DISPOSAL OF WASTE

A. General: Except for items or materials to be recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials on site.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Action Submittals
3. Closeout Submittals
4. Maintenance Material Submittals
5. Final completion procedures.
6. Submittal of Project Warranties.
7. Review Fees
8. Incomplete Items List
9. Final cleaning.
10. Repair of the Work.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
2. Section 01 73 00 "Execution" for progress cleaning of Project site.
3. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
4. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 DEFINITIONS

A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items (Contractor’s Punchlist): Initial submittal prior to Substantial Completion.

C. Certified List of Incomplete Items: Final submittal as a prerequisite to Final Completion, certifying all Work is now fully complete.

1.5 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

B. Proof of Delivery: Provide proof of delivery to Architect of all maintenance and extra stock materials to Owner. Deliver to Owner in designated locations, inspect with Owner, and get Owner's signature on all items transmitted.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: The Contractor shall thoroughly review all aspects of the project and prepare and submit a detailed list of items to be completed and corrected (Contractor's punch list). Architect will not begin their review of the project at Substantial Completion until the Contractor's List is provided.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 14 calendar days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain applicable occupancy permits, including fire/life safety systems and health department approval, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access and use of completed Work. Submit test/adjust/balance records.

2. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

3. Additional Submittal Requirements: See General Conditions, Article 9.8.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 14 calendar days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

3. Complete startup and testing of systems and equipment.

4. Perform preventive maintenance on equipment used prior to Substantial Completion.

5. Commence instruction of Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

6. Advise Owner of changeover in heat and other utilities.

7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.

8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
11. Submit draft copies of closeout submittals specified in other Division 01 Sections, including project record documents (as-builts), operation and maintenance manuals, warranties, and similar final record information.
12. Additional Procedure Requirements: See General Conditions, Article 9.8.

D. Review: Upon completion of above, “Procedures Prior to Substantial Completion,” and submission of satisfactory proof thereof, submit a written request for the Architect’s review to determine Substantial Completion a minimum of 14 calendar days prior to date the work will be completed and ready for the Architect’s review and related tests. The Contractor should expect that the Architect’s (and its consultants’) review will take approximately 10 working days. On receipt of request, Architect will either proceed with review or notify Contractor of unfulfilled requirements. If the review results in a determination that the project has reached Substantial Completion, the Architect will prepare the Certificate of Substantial Completion or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-Review: Request re-review when the Work identified in previous review as incomplete is completed or corrected.
2. Re-Review Fees: See article herein below.
3. Results of completed review will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit final copies of closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, product warranties, and similar final record information.
6. Submit closeout submittals specified in individual Divisions 02 through 43 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
7. Submit maintenance and extra stock material submittals specified in individual Divisions 02 through 43 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
    a. Schedule of Maintenance (and Extra Stock) Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of

each item and name and number of related Specification Section. Obtain Owner's signature for receipt of submittals.

8. Submit an Affidavit of Wages Paid to The Department of Labor and Industries (L&I) for review by the Industrial Statistician. Upon approval by L&I, submit Affidavit of Wages Paid to Owner and Architect.

B. Final Completion Review: Upon the successful completion of above, "Procedures Prior to Substantial Completion", "Submittals Prior to Substantial Completion", "Substantial Completion Review", and submission of satisfactory proof thereof, submit a written request for the Architect's review to determine Final Completion a minimum of 14 calendar days prior to date the work will be completed and ready for the Architect's review and related tests. The Contractor should expect that the Architect's (and its consultants') review will take approximately 10 working days. On receipt of request, Architect will either proceed with review or notify Contractor of unfulfilled requirements. If the review results in a determination that the project has reached Final Completion, the Architect will prepare the final Certificate for Payment or will notify Contractor of items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-Review: Request re-review when the Work identified in previous review as incomplete is completed or corrected.

2. Re-Review Fees: See article herein below.

1.9 REVIEW FEES

A. Substantial Completion Review: The Architect and its consultants will complete one project review of the Work to confirm Substantial Completion. Should it be necessary for the Architect or its consultants to perform any additional reviews due to failure of Work to comply with Substantial Completion requirements, the Owner will compensate the Architect or its consultants for the additional reviews at their then current hourly billing rates, plus expenses, and shall deduct the total sum paid to the Architect or its consultants from the Contractor's final payment as a Change Order.

B. Final Completion Review: The Architect and its consultants will complete one final review of the Work to confirm Final Completion. Should it be necessary for the Architect or its consultants to perform any additional reviews due to failure of Work to be fully complete (completion of all Substantial Completion Review items plus any other known contract Work,) the Owner will compensate the Architect or its consultants for the additional reviews at their then current hourly billing rates, plus expenses, and shall deduct the total sum paid to the Architect or its consultants from the Contractor's final payment as a Change Order.

1.10 LIST OF INCOMPLETE ITEMS (CONTRACTOR'S PUNCH LIST)

A. Organization of List: Include name and identification (room name and room number from the Contract Drawings) of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order following the room numbers on the Contract Drawings, starting with exterior areas first and proceeding from lowest floor to highest floor in sequential room number order.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect.

d. Name of Contractor.
e. Page number.
f. Name(s) of Contractor's personnel completing the list.

4. Submit list of incomplete items in the following format:

a. MS Excel electronic file. Architect will return annotated file.
b. PDF Electronic File: Architect will return annotated file.
c. Web-Based Project Software: Utilize software feature for creating and updating list of incomplete items (punch list).

1) The same web-based project software shall be made available for Architect's and its consultants' use in preparing their list of incomplete items.

1.11 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit applicable and properly executed warranties within 14 calendar days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit by uploading to web-based project software site or by emailing to Architect.

E. Warranties in Paper Form: If warranties in paper form are required by Owner, provide as follows:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in a high quality commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Mop and sweep floors; dust interior spaces; wipe-down horizontal surfaces; wash windows.
b. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
c. Sweep paved areas broom clean, and wash with water. Remove petrochemical spills, stains, and other foreign deposits.
d. Rake grounds that are neither planted, mulched, nor paved to a smooth, even-textured surface.
e. Remove tools, construction equipment, machinery, and surplus material from Project site.
f. Remove snow and ice to provide safe access to building(s).
g. Complete specific cleaning procedures in addition to those listed above as required by individual specification sections in Divisions 2 through 43.
h. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 74 19 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to their specified condition.

1. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect and Architect’s consultants will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Operations and Maintenance Manual Electronic File: Submit operations and maintenance manuals as PDF electronic file. Assemble each manual into a composite electronically indexed file with bookmarks.

1. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
2. Enable inserted reviewer comments on draft submittals.
3. Submit by uploading to web-based project software site or by emailing to Architect.

C. Operations and Maintenance Manuals in Paper Form: If operations and maintenance manuals in paper form are required by Owner, provide as follows:

1. Three (3) paper copies. Include a complete operation and maintenance directory.

D. Initial Manual Submittal: Submit PDF electronic file of each manual at least 30 calendar days before commencing demonstration and training, and not less than 60 calendar days before requesting Substantial Completion review. Architect, Architect's consultants, and Owner will comment on whether general scope and content of manual are acceptable. Make corrections to manual and resubmit for re-review. Repeat process until manuals are fully complete and acceptable to the reviewers.

E. Final Manual Submittal: Once complete with the above review process, submit electronic manual in final form at least 14 calendar days prior to requesting review for Final Completion, along with three (3) printed copies in binders, if paper copies are required by Owner.

1.5 REVIEW FEES

A. Manual Reviews: The Architect and its consultants will complete one initial review of the manuals to confirm compliance, and one final review to confirm identified deficiencies have been corrected. Should it be necessary for the Architect or its consultants to perform any additional reviews due to failure by the Contractor to correct all identified deficiencies, the Owner will compensate the Architect or its consultants for the additional review(s) at their then current hourly billing rates, plus expenses, and shall deduct the total sum paid to the Architect or its consultants from the Contractor's final payment in the form of a Change Order.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

1. List of documents.

2. List of systems.

3. List of equipment.

4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Architect.
7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

F. Manuals, Paper Copy (if required by Owner): Submit manuals in the form of one hard copy, bound and labeled in volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.

4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.

5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.

2. Emergency instructions.

3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.

2. Flood.

3. Gas leak.

4. Water leak.

5. Power failure.

6. Water outage.

7. System, subsystem, or equipment failure.

8. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.
11. Emergency instructions and procedures.
12. Copy of warranties.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.

8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures and emergency start-up procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins. Include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents.

a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

3. Identification and nomenclature of parts and components.

4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.

2. Troubleshooting guide.

3. Precautions against improper maintenance.

4. Disassembly; component removal, repair, and replacement; and reassembly instructions.

5. Aligning, adjusting, and checking instructions.

6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.

2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Consolidated Manuals: Assemble a complete set of manuals for the entire project, containing all requirements below. Include each category of data for each product or system under a single main tab for that product or system, followed by sub-tabs for each category.

B. Organization: Unless otherwise indicated, organize manuals into sections following the specifications Table of Contents with subsections for each system and subsystem, and a separate subsection for each piece of equipment not part of a system. Further, subdivide for each of data required herein. General Contractor to assemble all information into one or multiple volumes of binders with uniform appearance, consistent format and tabbing, with each volume embossed with project title and contents. Separately bound manuals from specialty subcontractors must be disassembled and bound into the General Contractor’s manuals with formatting and tabbing as noted herein. Each manual shall contain the following materials, in the order listed:

1. Title page.

2. Table of contents.

3. Manual contents.

C. Provide the sections and sub-sections in the following format, which generally follows the CSI Specification Divisions:

1. Section 1 - General Information: Generally including sub-sections for:

a. Title Page
b. Table of Contents

c. General Information
d. Emergency Data
e. Contractor’s Project Warranty(s)
f. Contractor’s Closeout Paperwork: AIA forms, etc.
g. Construction Photographs (if required of Contractor)
h. Permits: All original building and other permits, plus the Certificate of Occupancy.
i. Other Submittals/Data: If not associated with Sections 2 through 43.

D. For Sections 2 through 43, provide Sections following the Specifications Table of Contents, with each Section divided into subsections as follows:

a. Warranty(s).
b. Manufacturers Data.
c. Product Maintenance Data
d. Operation and Maintenance Data.
e. Submittals and Shop Drawings.
f. Drawings (if any)
g. Other information.

E. Emergency Data: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

F. Product Maintenance Data: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

G. Operation and Maintenance Data: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

H. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

I. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."

J. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Closeout submittals.
2. Review fees.
3. Record Drawings.
4. Record Specifications.
5. Record Product Data and Submittals.
6. Miscellaneous record submittals.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Initial Submittal:
      1) Submit PDF electronic files of scanned marked-up record prints and one paper-copy of marked-up record prints.
      2) Architect and the Architect’s consultants will review and will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      3) Submit revised copies incorporating additional information and/or revisions required by the Architect and his consultants. Submit PDF electronic files of scanned revised marked-up record prints and one paper-copy of revised marked-up record prints.
      4) Architect and the Architect’s consultants will review again and will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      5) Repeat review and revision process until documents are acceptable to the Architect.
   b. Final Submittal: Once the Initial Submittal process described above is completed, and documents are acceptable to the Architect, complete the following:

1) Submit one paper-copy set of marked-up record prints, plus PDF electronic files of scanned marked-up record prints.
2) Scan and print each drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit two paper copies and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit two paper copies and annotated PDF electronic files of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

2. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit copies and follow the process as described herein for Record Drawings and annotated PDF electronic files.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.4 REVIEW FEES

A. Document Reviews: The Architect and its consultants will complete one initial review of the record document to confirm compliance, and one final review to confirm identified deficiencies have been corrected.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it, but no later than monthly. Drawings will be reviewed monthly, and payment to Contractor may be withheld if record documents are not kept current.
d. Record and check the markup immediately, but no later than before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Changes to depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Actual conduit and pipe locations below floor slabs.

g. Revisions to electrical circuitry.
h. Actual equipment locations.
i. Changes to duct size and routing.
j. Locations of concealed internal utilities.
k. Changes made by Architect's Supplemental Instructions.
l. Changes made by Addenda.
m. Changes made by Change Order or Construction Change Directive.
n. Changes made following Architect's written orders.
o. Details not on the original Contract Drawings.
p. Field records for variable and concealed conditions.
q. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Addendum numbers, Architect's Supplemental Instructions numbers, Construction Change Directive numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file with comment function enabled.

2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.

3. Refer instances of uncertainty to Architect for resolution.

4. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

a. See Section 01 31 00 "Project Management and Coordination" for requirements related to use of Architect's digital data files.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

3. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.

5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data (product data, shop drawings, and submittals) to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Owner’s reference during normal working hours.

END OF SECTION 01 78 39

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01 10 00 Summary for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection from physical damage including fire and smoke.

1.5 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property for dust, fire, smoke, damage from moving equipment, and for noise control.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Use of utility services. Indicate how long utility services will be used for Work.
3. Use of elevator and stairs.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Submit before Work begins.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent areas of buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

B. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least 3 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition and Work. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

B. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

C. Resilient Base: Remove Resilient base material and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers unless specifically allowed by Architect.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials on site.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

A. Remove: See drawings for items to be removed.

B. Existing to Remain: As noted on Drawings.

END OF SECTION 02 41 19

SECTION 03 20 00 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.
2. Welded-wire reinforcement.

B. Related Requirements:

1. Section 03 30 00 Cast-In-Place Concrete.

C. Refer to Structural General Notes and Drawings for additional information. Structural General Notes and Drawings take precedence over these specifications where conflicts occur.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review the following:

a. Special inspection and testing and inspecting agency procedures for field quality control.
b. Construction contraction and isolation joints.
c. Steel-reinforcement installation.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Bar supports.
3. Mechanical splice couplers.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.
2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.
3. Do not reproduce construction documents for shop drawings.

C. Construction Joint Layout: Indicate proposed construction joints required to build the structure. Provide joint layout drawings for all interior concrete slabs on grade and slabs within covered canopy structures for Architect review.

1. Location of construction joints is subject to approval of the Architect.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1. Reinforcement To Be Welded: Welding procedure specification in accordance with AWS D1.4/D1.4M

B. Material Test Reports: For the following, from a qualified testing agency:

1. Steel Reinforcement:
    a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.
2. Mechanical splice couplers.

C. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.4/D 1.4M. Personnel shall be WABO certified.

D. Post-Installed Anchors
1. ICC-ESR reports for anchors installed into concrete including manufacturer installation instructions.
2. Test anchors to load and frequency indicated on the drawings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Store reinforcement to avoid contact with earth.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615/A615M, Grade 60 deformed, unless noted otherwise.

B. Low-Alloy Steel Reinforcing Bars: ASTM A706/A706M, deformed.

C. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.

D. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain, fabricated from as-drawn steel wire into flat sheets.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
    a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.

C. Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.
1. Finish: Plain.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.4 POST-INSTALLED ANCHORS

A. As indicated on structural drawings. All post-installed anchors into hardened concrete to have valid ICC-ESR report or equivalent.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:

1. Do not cut or puncture vapor retarder.

2. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.

2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.

D. Provide concrete coverage in accordance with ACI 318.

E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

F. Splices: Lap splices as indicated on Drawings.

1. Bars indicated to be continuous, and all vertical bars shall be lapped not less than 48 bar diameters at splices, or 24 inches, whichever is greater.

2. Stagger splices in accordance with ACI 318.

3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.

4. Weld reinforcing bars in accordance with AWS D1.4/D 1.4M, where indicated on Drawings.

G. Install welded-wire reinforcement in longest practicable lengths.

1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."

a. For reinforcement less than W4.0 or D4.0, continuous support spacing shall not exceed 12 inches.

2. Lap edges and ends of adjoining sheets the greater of at least one wire spacing plus 2 inches or 12 inches.

3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.

4. Lace overlaps with wire.

H. Avoid bending or realigning reinforcement after being embedded in hardened concrete. #6 and smaller bars accidentally bent may be realigned once up to 15 degrees in the field. Provide repair procedure to architect for review for other repairs.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement.

2. Continue reinforcement across construction joints unless otherwise indicated.
3. Do not continue reinforcement through sides of strip placements of floors and slabs.

B. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length, to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117.

3.5 POST-INSTALLED ANCHOR INSTALLATION

A. Install post-installed anchors into hardened concrete per manufacturer's instructions.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel-reinforcement placement.
2. Steel-reinforcement mechanical splice couplers.
3. Steel-reinforcement welding.
4. Test post-installed anchors as indicated on structural drawings.

END OF SECTION 03 20 00

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

1. Housekeeping pad modifications.
2. Other concrete applications as indicated.

B. Related Requirements:

1. Section 03 20 00 Concrete Reinforcing for steel reinforcing bars and welded-wire reinforcement.

C. Refer to Structural General Notes and Drawings for additional information. Structural General Notes and Drawings take precedence over these specifications where conflicts occur.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with blended hydraulic cement; materials subject to compliance with requirements.

B. Water/Cement Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

B. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials.

C. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semirigid joint fillers, forms and form removal limitations, vapor barrier installation, anchor rod and anchorage device installation tolerances, steel reinforcement installation, methods for achieving specified floor and slab flatness and levelness, floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments. See Structural General Notes for mix designs and additional requirements.

1. Indicate in submittal, and on delivery ticket, amounts of mixing water to be withheld for later addition at Project site.

C. Samples: For vapor barrier.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and Manufacturer.

B. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Curing compounds.
5. Floor and slab treatments.
6. Bonding agents.
7. Adhesives.
8. Semirigid joint filler.
9. Joint-filler strips.
10. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency:

1. Provide proof of testing and compliance.
2. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
3. Portland cement.

D. Floor surface flatness and levelness measurements report, indicating compliance with specified tolerances.

E. Research reports for concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An experienced, qualified installer who has completed concrete work similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in-service performance.

B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

C. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94/C94M and ACI 301.

1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.

1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
3. Do not use frozen materials or materials containing ice or snow.
4. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 117 - Specification Tolerances for Concrete Construction and Materials.

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    a. High-density overlay, Class 1 or better.
    b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
    c. Structural 1, B-B or better; mill oiled and edge sealed.
    d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

B. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

C. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

2.3 CONCRETE MATERIALS

A. Regional Materials: Concrete shall be manufactured within 500 miles of Project site from aggregates and cementitious materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.

B. Source Limitations:

1. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
2. Obtain aggregate from single source.
3. Obtain each type of admixture from single source from single manufacturer.

C. Cementitious Materials:

1. Portland Cement: ASTM C150/C150M, Type I or Type II.
2. Blended Cement: ASTM C595, Type IL.
3. Fly Ash: ASTM C618, Class F.
4. Slag Cement: ASTM C989
5. Silica Fume: Not allowed.

D. Normal-Weight Aggregates: ASTM C33/C33M, Class 3M coarse aggregate or better, uniformly graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

E. Air-Entraining Admixture: ASTM C260/C260M.

F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use chemical admixtures in concrete floors to receive a polished or stained concrete finish. Do not use calcium chloride or admixtures containing calcium chloride. Admixtures to be compatible with all other components in the mix.

1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
2. Retarding Admixture: ASTM C494/C494M, Type B.
3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
7. Permeability-Reducing Admixture: ASTM C494/C494M, Type S.
8. Shrinkage-Reducing Admixture: ASTM C494/C494M, Type S.
9. Alkali-Silica Reaction Inhibiting Admixture: ASTM C 494/C 494M. Shall be a nominal lithium nitrate content of 30 percent.
10. Other Admixtures: The Contractor may propose other admixtures, for the Architect’s consideration. Such admixtures shall meet ASTM C494.

G. Water and Water Used to Make Ice: ASTM C94/C94M, potable.

2.4 CURING MATERIALS

A. Compatibility:

1. For concrete slabs indicated to be sealed, select curing materials compatible with specified penetrating liquid floor treatment.

B. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    a. BASF; MasterKure ER 50.
    b. Euclid Chemical; Eucobar.
    c. Laticrete; L&M E-Con.
    d. Sika; SikaFilm.
    e. W. R. Meadows Sealtight, Evapre-RTU.
    f. Or approved substitute submitted during bid process.

C. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

D. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.

E. Water: Not detrimental to concrete.

F. Clear, Waterborne, Membrane-Forming, Curing Compound: ASTM C309, Type 1, Class B, dissipating.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
    a. Obex Co.; Creteseal CS2000 System.
    b. Or approved substitute submitted during bid process.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.

B. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.6 REPAIR MATERIALS

A. Bonding Agent: ASTM C1059/C1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

B. Epoxy Bonding Adhesive: ASTM C881/C881M two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements.

1. Types I and II, non-load bearing or Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

C. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.

2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.

3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand, as recommended by underlayment manufacturer.

4. Compressive Strength: Not less than 4100 psi at 28 days when tested in accordance with ASTM C109/C109M.

5. At areas of exposed concrete floors to receive a colored, stained or polished concrete finish, confirm acceptability of slab repair materials and procedures with Architect and

floor finish subcontractor prior to proceeding. Damage to slabs may require replacement rather than repair.

D. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C150/C150M portland cement or hydraulic or blended hydraulic cement, as defined in ASTM C219.

2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.

3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.

4. Compressive Strength: Not less than 5000 psi at 28 days when tested in accordance with ASTM C109/C109M.

5. At areas of exposed concrete floors to receive a colored, stained or polished concrete finish, confirm acceptability of slab repair materials and procedures with Architect and floor finish subcontractor prior to proceeding. Damage to slabs may require replacement rather than repair.

2.7 CONCRETE MIXTURES, GENERAL

A. Obtain each color, size, type, and variety of concrete mixture from single manufacturer with resources to provide cast-in-place concrete of consistent quality in appearance and physical properties.

B. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301. See Structural General Notes for mix designs and additional requirements.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.8 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Concrete Housekeeping Pads: Normal-weight concrete.

1. Minimum Compressive Strength: As indicated on Structural Drawings at 28 days.

2. Maximum W/C Ratio: As indicated on Structural Drawings.

3. Minimum Cementitious Materials Content: As indicated on Structural Drawings.

4. Air Content: As indicated on Structural Drawings, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

a. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M and ASTM C1116/C1116M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:

1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.

2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:

1. Daily access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.

4. Security and protection for test samples and for testing and inspection equipment at Project site.

B. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.

C. Protect finished surfaces adjacent to concrete placement.

3.3 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.

2. Class B, 1/4 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete, unless detailed otherwise. Outside corners of standard foundation walls need not have chamfers.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement. Do not use products that will adversely impact the finished appearance of the concrete or that are not compatible with finish coatings such as water repellant coatings, if any.

3.4 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.5 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.6 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.

B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install construction joints so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.

2. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.

3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete. Do not use keyed joints in slabs less than seven inches thick, unless placed in thickened slab edges.

4. Locate horizontal joints in walls at the top of footings or floor slabs.

5. Space vertical joints in walls as indicated on Structural Drawings. Locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.

6. Use a bonding agent or epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Sawed Joints - General: At all floors form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

2. Sawed Joints – Exposed Slabs: At slabs exposed to view in the final construction (those slabs not covered by a finished flooring system), such as slabs with a clear sealer finish, comply with the following:

   a. Joints shall be cut within 2 hours of completion of final troweling, using soft-cut or early-entry saws. The saw-cut joint shall be 1 inch to 1-3/16 inch deep. Contractor shall provide multiple saws on job as required to comply with 2-hour limit.
   b. Joints shall be carefully placed for exact location and alignment as shown on drawings for exposed slabs.
   c. Sawed Joint Terminations: At exposed slabs, joints shall be cut to the face of all walls, columns or other terminations to the greatest degree possible, and where not feasible, shall stop no more than one inch away from the surface.
   d. Joint Filler: Install specified joint filler in all joints in sealed concrete floors following the manufacturer’s recommendations. Contractor to install at other exposed floors. Install flush with top of slab.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.

2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface, where joint sealants, specified in Section 07 92 00 Joint Sealants, are indicated.

3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint. Dowels to be placed parallel to each other, parallel to the surface, and parallel to the plane of movement.

3.7 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor barrier is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor barrier for damage and deficient installation, and repair defective areas.

2. Provide continuous inspection of vapor barrier during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

1. At polished, stained or colored concrete floors, do not add water to concrete during delivery, at project site, or during placement unless approved by Architect. Not only can this impact concrete strength, but it can have an adverse impact on floor finish appearance at polished, stained or colored concrete floors. If allowed, add water subject to the limitations of ACI 301.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.

2. Deposit concrete to avoid segregation.

3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.

4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.

a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

2. Maintain reinforcement in position on chairs during concrete placement.

3. Screed slab surfaces with a straightedge and strike off to correct elevations.

4. Level concrete, cut high areas, and fill low areas.

5. Slope surfaces uniformly to drains where required.

6. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.

7. Do not further disturb slab surfaces before starting finishing operations.

G. Concrete not conforming to required lines, details, dimensions, tolerances, or specified requirements shall be repaired or replaced as required.

3.8 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces to be covered with a coating or covering material applied directly to concrete.

C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

2. Apply to concrete surfaces exposed to public view.

D. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.

2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.

1. Apply scratch finish to surfaces to receive mortar setting beds for bonded cementitious floor finishes.

C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Unless noted otherwise, apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.

2. Do not over-trowel concrete surface at polished concrete floors. Trowel to level for optimal surface condition for colored and polished concrete finish application. Coordinate with polished concrete material manufacturer and installer.

3. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:

   a. All Exposed Concrete Floors such as Sealed Concrete: Specified overall values of flatness, F(F) 45; and of levelness, F(L) 35; with minimum local values of flatness, F(F) 30; and of levelness, F(L) 24.

4. Finish and measure surface, so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.-long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/8 inch.

D. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thinset method and other locations indicated. While concrete is still plastic, slightly scarify surface with a fine broom.

1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

E. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, sidewalks, ramps, and elsewhere as indicated, unless indicated otherwise.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application. Do not hard-trowel border.

3.10 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.

2. Construct concrete bases 6 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.

3. Minimum Compressive Strength: 4000 psi at 28 days.

4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.

5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.

6. Prior to pouring concrete, place and secure anchorage devices.

   a. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   b. Cast anchor-bolt insert into bases.
   c. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.11 CONCRETE CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Keep wet for the entire curing period. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

   a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
   b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
   c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

   a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.12 TOLERANCES

A. Conform to ACI 117.

3.13 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month.

2. Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint, and trim joint filler flush with top of joint after hardening.

D. Install liquid joint filler in saw cut joints in slabs exposed to view following the manufacturer’s recommendations. Install flush to top of slab.

3.14 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1-part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. At areas of exposed concrete floors, confirm acceptability of slab repair materials and procedures with Architect and floor finish subcontractor prior to proceeding. Damage to slabs may require replacement rather than repair.

D. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

E. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

2. After concrete has cured at least 14 days, correct high areas by grinding.

3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.

4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.

5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

F. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

G. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.15 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Inspections:

1. Steel reinforcement placement.

2. Steel reinforcement welding.

3. Headed bolts and studs.

4. Verification of use of required design mixture.

5. Concrete placement, including conveying and depositing.

6. Curing procedures and maintenance of curing temperature.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.

a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M.
    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
8. Strength of each concrete mixture will be satisfactory if every average of any three-consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
9. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

3.16 CLEANING

A. Clean cast-in-place concrete surfaces after finish treatment to remove stains, markings, dust, and debris.

B. Wash and rinse surfaces in accordance with concrete finish applicator's written instructions.

1. Protect other Work from staining or damage due to cleaning operations.
2. Do not use cleaning materials or processes that could change the appearance of cast-in-place concrete finishes.

3.17 PROTECTION

A. Protect corners, edges, and surfaces of cast-in-place concrete from damage; use guards and barricades.

B. Protect concrete floor surfaces as follows:

1. Protect from petroleum stains.
2. Prohibit use of pipe-cutting machinery over concrete surfaces.
3. Prohibit placement of steel items on concrete surfaces.
4. Prohibit use of acids or acidic detergents over concrete surfaces.
5. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
6. Protect concrete surfaces scheduled to receive surface hardener using floor slab protective covering.

END OF SECTION 03 30 00

SECTION 05 12 00 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Structural steel.
2. Grout.

B. Related Requirements:

1. Section 05 50 00 Metal Fabrications for loose steel lintels not attached to structural-steel frame, miscellaneous steel fabrications, and other steel items not defined as structural steel.
2. Section 09 90 00 Paint, Stain and Coatings for primer compatibility with finishes.

C. Refer to Structural General Notes and Drawings for additional information. Structural General Notes and Drawings take precedence over these specifications where conflicts occur.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 DEFINITIONS

A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.5 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to certify shop primers, surface preparation prior to finishing, and topcoats known to be compatible with shop primer.

B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Primer: Type, character and method of application, cure, and maintenance.

B. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
2. Include embedment Drawings.

3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.

4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.

C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide in accordance with AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint whether prequalified or qualified by testing, including the following:

1. Power source (constant current or constant voltage).

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and fabricator.

B. Welding certificates and procedures manual.

C. Primer Compatibility Confirmation: From finish manufacturers applied over shop primers, confirming shop primers' compatibility with finishes specified in Section 09 90 00 "Paint, Stain and Coatings."

D. Mill test reports for structural-steel materials, including chemical and physical properties.

E. Product Test Reports: For the following:

1. Bolts, nuts, and washers, including mechanical properties and chemical analysis.

2. Shop primers. Class B slip rating, generic resin type, and type of corrosion resistive pigment.

3. Nonshrink grout.

F. Post-Installed Anchors

1. ICC-ESR reports for anchors installed into concrete and supporting structural steel, including manufacturer installation instructions.

2. Test anchors to load and frequency indicated on the drawings.

1.8 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel." Personnel shall be WABO certified.

B. Comply with applicable provisions of the following specifications and documents:

1. AISC 303 "Code of Standard Practice for Steel Buildings and Bridges."

2. AISC 341 and AISC 341s1 "Seismic Provisions for Structural Steel Buildings."

3. AISC 360 "Specifications for Structural Steel Buildings."

4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

C. Fabricator and erector to comply with Quality Control (QC) requirements of Chapter N of AISC 360, Chapter J of AISC 341, and as modified by Chapter 17 of the IBC.

D. An independent testing agency, as specified in Division 1, is to provide Quality Assurance (QA) tasks per Chapter N of AISC 360, Chapter J of AISC 341, and as modified by Chapter 17 of the IBC.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.

1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.

1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.

2. Clean and relubricate bolts and nuts that become dry or rusty before use.

3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F3125/F3125M, Grade F1852 bolt assemblies and for retesting bolt assemblies after lubrication.

PART 2 - PRODUCTS

2.1 STEEL MANUFACTURER AND FABRICATOR

A. General: Structural steel framing provided for this project shall be produced and fabricated in the United States of America.

2.2 STRUCTURAL-STEEL MATERIALS

A. W-Shapes, Channels, and Angles: As indicated on Structural Drawings.

B. Plate and Bar: As indicated on Structural Drawings.

C. Cold-Formed Hollow Structural Sections: As indicated on Structural Drawings.

D. Steel Pipe: ASTM A53/A53M, Type E or Type S, Grade B.

1. Weight Class: As indicated on Structural Drawings.

2. Finish: Black, except where indicated to be galvanized or prime painted.

E. Welding Electrodes: E70 electrodes, comply with AWS requirements.

2.3 BOLTS AND CONNECTORS

A. High-Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; with plain finish unless otherwise indicated.

1. Direct-Tension Indicators: ASTM F959/F959M, Type 325-1, compressible-washer type with plain finish.

2. Galvanize exterior high-strength fasteners.

B. Anchor Rods: ASTM F1554 grade 36, class 2A typical. See also structural notes and braced frame details at foundations.

C. Unheaded Anchor Rods: ASTM F 1554, Grade 55, weldable.

1. Configuration: Hooked.

a. Nuts: ASTM A 563 heavy-hex carbon steel.
b. Plate Washers: ASTM A 36/A 36M carbon steel.
c. Washers: ASTM F 436, Type 1, hardened carbon steel.
d. Finish: Except where indicated as galvanized, provide plain.

D. Threaded Rods: ASTM A 36/A 36M.

1. Nuts: ASTM A 563 heavy-hex carbon steel.

2. Washers: ASTM A 36 / A436M, hardened steel.

3. Finish: Except where indicated as galvanized, provide plain.

E. Eye Bolts and Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1030.

F. Sleeve Nuts: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1018.

2.4 PRIMER

A. Primer – Exposed Interior Steel:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. PPG; Pitt Guard DTR Epoxy Mastic Coatings 97-145 Series, 4 to 7 mils dry film thickness.
b. TNEMEC; Series 394 PerimePrime at 2.5 to 3.5 dry film thickness.
c. Or approved substitute submitted during bid process.

B. Primer - Concealed Interior Steel, except as noted herein: Fabricator’s standard lead–and-chromate-free, non-asphaltic, rust inhibiting primer.

C. Primer – Exposed Exterior Steel:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. PPG; Pitt Guard Rapid Coat D-T-R Epoxy Coating 95-245, 5 to 7 mils dry film thickness.
b. TNEMEC; Series 394 PerimePrime at 2.5 to 3.5 dry film thickness.
c. Or approved substitute during the bid process per Division 00 Specification Section “Instructions for Bidders” and Division 01 Specification Section “Substitution Procedures”.

2.5 SHRINKAGE-RESISTANT GROUT

A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.6 FABRICATION

A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.

1. Camber structural-steel members where indicated.

2. Fabricate beams with rolling camber up.

3. Identify high-strength structural steel in accordance with ASTM A6/A6M and maintain markings until structural-steel framing has been erected.

4. Mark and match-mark materials for field assembly.

5. Complete structural-steel assemblies, including welding of units, prior to surface preparation and shop primer application.

B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.

C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.

D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

E. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.

1. Cut, drill, or punch holes perpendicular to steel surfaces.

2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces. Field notching of bolt holes by thermal cutting is prohibited. Oversized holes shall be made by mechanical means and plate washer installed.

3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.7 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.

1. Joint Type: Snug tightened, unless noted otherwise.

B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

2.8 SHOP PRIMING

A. Shop prime steel surfaces, except the following:

1. Surfaces embedded in concrete or mortar. Extend priming to a depth of 6 inches.

2. Two inches from surfaces to be field welded.

3. Surfaces of high-strength bolted, slip-critical connections, unless rated AISC Class B Coating for faying surface of bolted connection.

B. Surface Preparation: Prepare surfaces to be prime in accordance with the following industry standard surface preparation methods. Remove loose rust and mill scale, spatter, slag, and flux deposits. Provide surface preparation methods as follows:

1. Interior Steel: SSPC-SP 3, "Power Tool Cleaning."

2. Exterior Steel: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."

C. Primer Application: Immediately after surface preparation, apply primer according to manufacturer's written instructions and in accordance with SSPC Volumes I and II. Provide a minimum dry film thickness of 2.5 mils. Use application methods resulting in full coverage of joints, corners, edges, and exposed surfaces.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

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

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.

B. Baseplates, Bearing Plates, and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.

2. Weld plate washers to top of baseplate.

3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.

4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for grouting.

C. Maintain erection tolerances of structural steel within ANSI/AISC 303.

D. Provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in alignment until completion of erection.

E. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.

2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.

F. Splice members only where indicated.

G. Do not use thermal cutting during erection unless approved by Structural Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.

H. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

I. Post-installed anchor installation:

1. Install anchors in accordance with the latest ICC-ESR report and the manufacturer instructions.
2. Locate reinforcement and confirm final anchor locations prior to fabricating plates, members or other steel assemblies attached with post-installed anchors.
3. If reinforcing steel is encountered during drilling:
    a. Do not cut reinforcing. Notify the Architect and provide suggested anchor layout to avoid reinforcing steel.
4. Install anchors to the embedment depth noted on the drawings. Embedment depths noted are the effective embedment per manufacturer.

3.4 FIELD CONNECTIONS

A. High-Strength Bolts: Install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt and joint types specified.
    1. Joint Type: Snug tightened, unless noted otherwise.
B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
    1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
    2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
    3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.
C. Coordinate work with independent testing agency to allow all tests and inspection procedures to be properly provided.

3.5 REPAIR

A. Touchup Painting:
    1. Immediately after erection, clean exposed areas where primer is damaged or missing, and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
        a. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform the following special inspections:
    1. Verify structural-steel materials and inspect steel frame joint details.
    2. Verify weld materials and inspect welds.
    3. Verify connection materials and inspect high-strength bolted connections.
    4. Verify surface preparation and primer application.
B. Testing Agency: Owner may engage a qualified testing agency to perform tests and inspections.

C. Bolted Connections: Inspect bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."

D. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.

1. In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:

a. Liquid Penetrant Inspection: ASTM E165/E165M.
b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
c. Ultrasonic Inspection: ASTM E164.
d. Radiographic Inspection: ASTM E94/E94M.

END OF SECTION 05 12 00

SECTION 05 31 00 - STEEL DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Roof deck.
2. Deck accessories.

B. Related Requirements:

1. Section 05 12 00 Structural Steel Framing for shop- and field-welded shear connectors.
2. Section 05 50 00 Metal Fabrications for framing deck openings with miscellaneous steel shapes.

C. Refer to Structural General Notes and Drawings for additional information. Structural General Notes and Drawings take precedence over these specifications where conflicts occur.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of deck, flute insulation, accessory, and product indicated, including shop primer.

B. Shop Drawings:

1. Include layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction

1.5 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Product Certificates: For each type of steel deck.

C. Test and Evaluation Reports:

1. Product Test Reports: For tests performed by a qualified testing agency, indicating that each of the following complies with requirements:

a. Power-actuated mechanical fasteners.

2. Research Reports: For steel deck, from ICC-ES showing compliance with International Building Code requirements.

1.6 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel in accordance with SDI QA/QC and the following welding codes:

1. AWS D1.3/D1.3M "Structural Welding Code - Sheet Steel."

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.

B. Store products in accordance with SDI MOC3. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. AISI Specifications: Comply with calculated structural characteristics of steel deck in accordance with AISI S100 "North American Specification for the Design of Cold-Formed Steel Structural Members."

2.2 ROOF DECK

A. Fabrication of Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with SDI “Specifications and Commentary for Steel Roof Deck" in SDI Publication No. 30, and with the following:

1. Galvanized-Steel Sheet: ASTM A653/A653M, Structural Steel (SS), Grade 38, G60 zinc coating.
2. Deck Profile: As indicated on Structural Drawings.
3. Profile Depth: As indicated on Structural Drawings
4. Design Uncoated-Steel Thickness: As indicated on Structural Drawings.
5. Span Condition: As indicated on Structural Drawings.
6. Side Laps: Overlapped.

2.3 ACCESSORIES

A. Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.

B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.

C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.

D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.

E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

F. Pour Stops and Girder Fillers: Steel sheet, minimum yield strength of 33,000 psi, of same material and finish as deck, and of thickness and profile recommended by SDI standards for overhang and slab depth.

G. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck unless otherwise indicated.

H. Galvanizing Repair Paint:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    a. PPG; Pit-Guard Rapid Coat 95-245, 4.0 to 7.0 mils dry film thickness minimum.
    b. Tnemec; Series 394 Perimeprime, 2.5 to 3.5 dry film thickness.
    c. Or approved substitute during the bid process per Division 00 Specification Section “Instructions for Bidders” and Division 01 Specification Section “Substitution Procedures”.

I. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

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

3.2 INSTALLATION, GENERAL

A. Install deck panels and accessories in accordance with applicable specifications and commentary in SDI Publication No. 31, manufacturer's written instructions, and requirements in this Section.

B. Install temporary shoring before placing deck panels if required to meet deflection limitations.

C. Locate deck bundles to prevent overloading of supporting members.

D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.

E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.

F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.

H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

I. Shear Stud Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Weld using end welding of headed-stud shear connectors in accordance with AWS D1.1/D1.1M and manufacturer's written instructions.

3.3 INSTALLATION OF ROOF DECK

A. Fasten roof-deck panels to steel supporting members by power-actuated fasteners (PAFs) as indicated and as follows:

1. Fastener Type: As indicated on Structural Drawings.

2. Fastener Spacing: Fasten edge ribs of panels at each support. Space additional fasteners an average of 12 inches apart, but not more than 18 inches apart, unless indicated otherwise on Structural Drawings.

B. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of half of the span or 36 inches, unless indicated otherwise on the Structural Drawings, and as follows:

1. Mechanically fasten with self-drilling, No. 10 diameter or larger, carbon-steel screws.
2. Mechanically clinch or button punch.
3. Fasten with a minimum of 1-1/2-inch- long welds.

C. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, unless indicated otherwise on the Structural Drawings, ith end joints as follows:

1. End Joints: Lapped.

D. Deck Closures: Weld steel sheet column closures, cell closures, and Z-closures to deck, according to SDI recommendations, to provide tight-fitting closures at open ends of ribs and sides of deck.

E. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive in accordance with manufacturer's written instructions to ensure complete closure.

3.4 REPAIR

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint in accordance with ASTM A780/A780M and manufacturer's written instructions.

B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on both surfaces of prime-painted deck immediately after installation, in accordance with SSPC SP-2 Hand Tool Cleaning, and apply repair paint.

3.5 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Field welds will be subject to inspection.

C. Testing agency will report inspection results promptly and in writing to Contractor and Architect.

D. Remove and replace work that does not comply with specified requirements.

E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.6 PROTECTION

A. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 31 00

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Hardware for glass.
2. Steel framing and supports for applications where framing and supports are not specified in other Sections.
3. Loose bearing and leveling plates for applications where they are not specified in other Sections.

B. Miscellaneous Steel Fabrications: In addition to these items specifically listed in item ‘A’ above, the work in this Section includes all items fabricated from iron, steel, and aluminum shapes, plates, bars, strips and pipes, which are not a part of structural steel or other metal systems in other sections of these specifications, whether specifically specified herein or not.

C. Products furnished, but not installed, under this Section include the following:

1. Anchor bolts and steel pipe sleeves indicated to be cast into concrete or built into unit masonry.
2. Steel weld plates and angles for casting into concrete for applications where they are not specified in other Sections.

D. Related Requirements:

1. Section 03 30 00 Cast-in-Place Concrete for installing anchor bolts, steel pipe sleeves, and other items cast into concrete.
2. Section 05 12 00 Structural Steel Framing for steel framing, supports, hoist beams, and other steel items attached to the structural-steel framing.
3. Section 07 62 00 Sheet Metal Flashing and Trim for sheet metal downspout brackets.
4. Section 09 90 00 Paint, Stain, and Coatings for field painting over primers installed under this Section.

1.2 COORDINATION

A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.

B. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in time for installation.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Fasteners.
2. Shop primers.
3. Grout.

B. Shop Drawings: Show fabrication and installation details for all metal fabrications included in this Section. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

1.4 INFORMATIONAL SUBMITTALS

A. Welding certificates.

B. Research Reports: For post-installed anchors, from ICC-ES.

C. Primer Compatibility Certificates: Statement from manufacturers of shop primers certifying the shop primers are compatible with topcoats specified in Section 099000 “Paint, Stain and Coatings.”

D. Welders’ Qualification Statement: Welders’ certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before the start of scheduled welding work. Submit for independent testing agency review.

1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel." Personnel shall be WABO certified.

1.6 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 METALS

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

C. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.

D. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.

E. Stainless Steel Bars and Shapes: ASTM A26/A276M, Type 304

F. Aluminum Extrusions: ASTM B221, Alloy 6063-T6.

2.3 HARDWARE FOR GLASS

A. General: Cast or Milled clips to mechanically secure glass to HSS tubing extending from wall.

B. Basis of Design: CRL Inc; Z-Series Zinc Small Square Glass Clamp.

1. Or approved substitute submitted during bid phase.

C. See Drawings for size and finish.

D. See structural Drawings for Fastening requirements.

2.4 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless steel fasteners. Select fasteners for type, grade, and class required.

1. Provide stainless steel fasteners for fastening aluminum.

B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A; with hex nuts, ASTM A563; and, where indicated, flat washers.

C. Stainless Steel Bolts and Nuts: Regular hexagon-head annealed stainless steel bolts, ASTM F593; with hex nuts, ASTM F594; and, where indicated, flat washers; Alloy Group 1.

D. Anchor Bolts: ASTM F1554, Grade 36, of dimensions indicated; with nuts, ASTM A563; and, where indicated, flat washers.

1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

E. Anchors, General: Capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing in accordance with ASTM E488/E488M, conducted by a qualified independent testing agency.

F. Cast-in-Place Anchors in Concrete: Either threaded or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F2329/F2329M.

G. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.

1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.

2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless steel bolts, ASTM F593, and nuts, ASTM F594.

2.5 MISCELLANEOUS MATERIALS

A. Shop Primers: Provide primers as specified in Section 05 12 00 “Structural Steel Framing”.

B. Galvanizing Repair Paint:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. PPG; Durethane Moisture Cure Zinc Primer 97-67 and 97-674 powder.
b. TNEMEC; Series 394 PerimePrime at 2.5 to 3.5 dry film thickness.
c. Or approved substitute submitted during bid process.

C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/ D1187M.

D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonmetallic, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

E. Concrete: Comply with requirements in Section 03 30 00 "Cast-in-Place Concrete" for normal-weight, air-entrained concrete with a minimum 28-day compressive strength of 3000 psi.

2.6 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, grind all welds smooth and finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

J. Where units are indicated to be cast into concrete, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

1. Fabricate units from slotted channel framing where indicated.

2. Furnish inserts for units installed after concrete is placed.

C. Fabricate supports for operable partitions from continuous steel beams of sizes indicated with attached bearing plates, anchors, and braces as indicated. Drill or punch bottom flanges of beams to receive partition track hanger rods; locate holes where indicated on operable partition Shop Drawings.

D. Galvanize miscellaneous framing and supports where indicated.

E. Prime miscellaneous framing and supports, if not indicated to be galvanized, with primer specified in Section 05 12 00 Structural Steel Framing.

2.8 LOOSE BEARING AND LEVELING PLATES

A. Provide loose bearing and leveling plates for steel items bearing on masonry or concrete construction. Drill plates to receive anchor bolts and for grouting.

B. Galvanize bearing and leveling plates.

C. Prime plates with primer specified in Section 05 12 00 Structural Steel Framing.

2.9 STEEL WELD PLATES AND ANGLES

A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete construction as needed to complete the Work. Provide each unit with no fewer than two integrally welded steel strap anchors for embedding in concrete.

2.10 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM/NOMMA 500 "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal fabrications after assembly.

C. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

2.11 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.

1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.

B. Preparation for Shop Priming Galvanized Items: After galvanizing, thoroughly clean galvanized surfaces of grease, dirt, oil, flux, and other foreign matter, and treat with metallic phosphate process.

C. Shop prime iron and steel items not indicated to be galvanized unless they are to be embedded in concrete, or unless otherwise indicated.

1. Shop prime with primer specified in Section 05 12 00 Structural Steel Framing.

D. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning" except as otherwise indicated below:

1. Interior Steel Items Concealed in Other Construction: SSPC-SP 3, "Power Tool Cleaning."

2. Galvanized-Steel Items: SSPC-SP 16, "Brush-off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals."

E. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.

4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete or similar construction.

F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, wood, or dissimilar metals with the following:

1. Cast Aluminum: Heavy coat of bituminous paint.

2. Extruded Aluminum: Two coats of clear lacquer.

3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Anchor supports for operable partitions and overhead doors securely to, and rigidly brace from, building structure.

3.3 INSTALLATION OF BEARING AND LEVELING PLATES

A. Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen to improve bond to surfaces. Clean bottom surface of plates.

B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with shrinkage-resistant grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 ADJUSTING AND CLEANING

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

    a. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 05 50 00

SECTION 05 73 13 - GLAZED DECORATIVE METAL RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Glazed decorative metal railings.

1.2 DEFINITIONS

A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor and exterior deck areas and for pedestrian guidance and support, visual separation, or wall protection.

1.3 COORDINATION AND SCHEDULING

A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data:

1. Metal railings assembled from standard components.
2. Glass products.
3. Glazing cement and accessories for structural glass railings.
4. Sealant and accessories for structural glass railings.
5. Fasteners.
6. Anchoring cement.

B. Shop Drawings: Include plans, elevations, sections, and attachment details.

C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.

D. Samples for Verification: For each type of exposed finish required.

1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
2. Base channel.
3. Each type of glass and glass edge required.

4. Fittings and brackets.
5. Assembled Samples of railing systems, made from full-size components, post, handrail, glass-infill panels. Show method of finishing members at intersections. Samples need not be full height.

E. Delegated Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For professional engineer and testing agency.

B. Mill Certificates: Signed by manufacturers of stainless steel products, certifying that products furnished comply with requirements.

C. Product Test Reports: For tests performed by a qualified testing agency, in accordance with ASTM E894, ASTM E935, ASTM E2353, and ASTM E2358.

D. Evaluation Reports: From ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

1. For glazed decorative metal railings.
2. For post-installed anchors.

E. Preconstruction test reports.

1.7 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

1. Build mockups for each form and finish of glass-infill panel railing consisting of two posts, glass-infill panel, and anchorage system components that are full height and are not less than 24 inches in length.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 WARRANTY

A. Manufacturer's Special Warranty for Laminated Glass: Glazed decorative metal railing manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design glazed decorative metal railings, including attachment to building construction.

B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:

1. Aluminum: The lesser of minimum yield strength divided by 1.65, or minimum ultimate tensile strength divided by 1.95.
2. Stainless Steel: 60 percent of minimum yield strength.
3. Steel: 72 percent of minimum yield strength.
4. Glass: 25 percent of mean modulus of rupture (50 percent probability of breakage), as listed in "Mechanical Properties" in AAMA CW-12, "Structural Properties of Glass."

C. Structural Performance: Railings, including attachment to building construction, are to withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Structural Glass Railings and Glass-Infill Panels:
   a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
   b. Infill load and other loads need not be assumed to act concurrently.

2.2 GLAZED DECORATIVE METAL RAILINGS

A. Source Limitations for Laminated Glass: Obtain from single source from single manufacturer.

B. Source Limitations for Decorative Metal Railing Components: Obtain from single source from single manufacturer for each component and installation method.

C. Product Options: Information on Drawings and in the Specifications establishes requirements for railing system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.

1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

2.3 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.

2.4 ALUMINUM

A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.

B. Extruded Bars and Shapes, Including Extruded Tube: ASTM B221, Alloy 6063-T5/T52.

C. Extruded Structural Pipe and Round Tube: ASTM B429, Alloy 6063-T6.

1. Provide Standard Weight (Schedule 40) pipe unless otherwise indicated.

D. Drawn Seamless Tubing: ASTM B210, Alloy 6063-T832.

E. Plate and Sheet: ASTM B209, Alloy 5005-H32, Alloy 6061-T6.

F. Die and Hand Forgings: ASTM B247, Alloy 6061-T6.

G. Castings: ASTM B26/B26M, Alloy A356.0-T6.

2.5 STAINLESS STEEL

A. Tubing: ASTM A554, Grade MT 304.

B. Pipe: ASTM A312/A312M, Grade TP 304.

C. Castings: ASTM A743/A743M, Grade CF 8 or Grade CF 20.

D. Sheet, Strip, Plate, and Flat Bar: ASTM A666 or ASTM A240/A240M, Type 304.

E. Bars and Shapes: ASTM A276, Type 304.

2.6 GLASS AND GLAZING PRODUCTS, GENERAL

A. Glazing Publications: Comply with written instructions of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. NGA/GANA Publications: "GANA Laminated Glazing Reference Manual" and "GANA Glazing Manual."

B. Safety Glazing: Glazing is to comply with 16 CFR 1201, Category II.

C. Safety Glazing Labeling: Permanently mark glass with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label is to indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

D. Glazing Cement and Accessories for Structural Glass Railings: Glazing cement, setting blocks, shims, and related accessories as recommended or supplied by railing manufacturer for installing structural glazing in metal base channels.

E. Sealant and Accessories for Structural Glass Railings: Sealant, gaskets, setting blocks, shims, and related accessories as recommended or supplied by railing manufacturer for installing structural glazing in metal base channels.

F. Glazing Gaskets for Glass-Infill Panels: Glazing gaskets and related accessories as recommended or supplied by railing manufacturer for installing glass-infill panels in post-supported railings.

2.7 GLASS GUARDS

A. Laminated Glass Handrails and Guards: ASTM C1172, Type II with two plies of glass bonded together by an interlayer.

1. Construction: Laminate glass to comply with interlayer manufacturer's written instructions.
2. Interlayer Thickness: 0.090 inch.
3. Kind: LHS (laminated heat strengthened).
4. Glass Color: Inner-ply clear; outer-ply clear.
5. Interlayer Color: Clear.
6. Glass Plies for Glass-Infill Panels: Thickness required by structural loads, but not less than 5.0 mm each.

2.8 FASTENERS

A. Fastener Materials: Unless otherwise indicated, provide the following:

1. Aluminum Components: Type 304 stainless steel fasteners.
2. Stainless Steel Components: Type 304 stainless steel fasteners.
3. Dissimilar Metals: Type 304 stainless steel fasteners.

B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

1. Provide Tamper-resistant flat head machine screws for exposed fasteners unless otherwise indicated.

2.9 FABRICATION OF METAL RAILINGS

A. Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage**,** but not less than that required to support structural loads.

B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

F. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.

G. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, handrail brackets, miscellaneous fittings, and anchors to interconnect railing members to other work where indicated.

1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and to prevent bracket or fitting rotation and crushing of substrate.

2.10 FABRICATION OF GLASS PANELS

A. Fabricate glass to sizes and shapes required; provide for proper edge clearance and bite on glazing panels.

B. Glass-Infill Panels: Provide laminated, heat-strengthened.

1. Edge Finish: Clean-cut or flat-grind edges to produce smooth, square edges with slight chamfers at junctions of edges and faces.

2. Edge Finish: [Grind smooth and flat polish exposed edges of glass, including those at open joints, to produce smooth, square edges with glass edge finishes].

2.11 METAL FINISH REQUIREMENTS, GENERAL

A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.12 ALUMINUM FINISHES

A. Mechanical Finish: AA-M3x; sand top rails, handrails, and intermediate rails in one direction only, parallel to length of railing, with 120- and 320-grit abrasive. After installation, polish railings with No. 0 steel wool immersed in paste wax, then rub to a luster with a soft dry cloth.

B. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.

1. Color: [Champagne] [Light bronze] [Medium bronze] [Dark bronze] [Black] [Match Architect's sample] [As selected by Architect from full range of industry colors and color densities] <Insert color>.

2.13 STAINLESS STEEL FINISHES

A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.

B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
   1. Run grain of directional finishes with long dimension of each piece.
   2. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.

C. Stainless Steel Tubing Finishes:
   1. 180-Grit Polished Finish: Uniform, directionally textured finish.

D. Stainless Steel Sheet, Strip, Plate, and Bar Finishes:
   1. Directional Satin Finish: ASTM A480/A480M, No. 4.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with Drawings and manufacturer's written instructions for installing glazed decorative metal railings, accessories, and other components.

B. Perform cutting, drilling, and fitting required for installing metal posts.
   1. Fit exposed connections together to form tight, hairline joints.
   2. Install posts plumb, square, true to line.
   3. Set posts accurately in location and alignment.
   4. Do not weld, cut, or abrade surfaces of metal post components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

C. Adjust posts before anchoring to ensure matching alignment at abutting joints.

D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing posts and for properly transferring loads to in-place construction. See Drawings.

3.2 METAL POSTS

A. Weld steel posts to steel flanges, and bolt to metal-supporting surfaces in wall per Drawings and Structural Drawings

B. Install Wall finish top cap per Drawings.

C. Fasten Glass infill panel clips to steel posts to meet structural requirements for glass panels; see Delegated Design submittal for glass.

3.3 INSTALLATION OF GLASS INFILL PANELS

A. Post-Supported Railings with Glass-Infill Panels:
   1. Erect posts and other metal railing components, and set factory-cut glass-infill panels.
   2. Do not cut, drill, or alter glass-infill panels in field. Protect edges from damage.

3.4 CLEANING

A. Clean aluminum and stainless steel by washing thoroughly with water and soap, rinsing with clean water, and wiping dry.

B. Clean and polish glass as recommended in writing by manufacturer. Wash both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion.

3.5 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION 05 73 13

SECTION 06 20 23 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. MDF top cap for short walls identified in Drawings.
2. MDF for MDF wainscot repair.
3. Resilient base and adhesive.
4. Coatings and Finishes for MDF cutting and patching
5. Miscellaneous furring, blocking, shims, as needed for patching Work.

B. Related Requirements:

1. Section 02 41 19 Selective Demolition
2. Section 05 50 00 Miscellaneous Metal Fabrication for new interior Work.

1.2 DEFINITIONS

A. MDF: Medium-density fiberboard.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.

B. Shop Drawings:

1. Include the following:
   a. Dimensioned plans, elevations, and sections.
   b. Large-scale attachment details.
2. Show locations and sizes of furring, blocking, and hanging strips, including blocking and reinforcement concealed by construction and specified in other Sections.

C. Samples for Verification:

1. Deliver the following samples to Project site to compare to existing remaining material:
   a. MDF of same thickness(es) as will be used with finish matching existing; for the purpose of matching material and finish to existing.
   b. Resilient base; for the purpose of matching material and finish to existing.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For MDF material manufacturer and Installer.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Installer shall be regularly engaged in installation of the systems specified, thoroughly familiar with materials and techniques, employing skilled workmen, provide proof of at least 5 similar installations in good condition, and shall have not less than 5 years' experience in installation of finish carpentry systems.

B. Source Limitations: Obtain products of each type from one source.

1.6 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections, to ensure that interior architectural woodwork can be supported and installed as indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver interior finish carpentry materials only when environmental conditions comply with requirements specified for installation areas. If interior finish carpentry materials must be stored in other than installation areas, store only where environmental conditions comply with requirements specified for installation areas.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. MDF: ANSI A208.2, Product Class MD, Industrial Grade, 40 to 50 lb. density.

1. Thickness: see Drawings

2. Finish: see Drawings

B. RESILIENT BASE: match existing on site in areas of Work unless noted otherwise in Drawings.

2.2 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Nailers: Softwood or hardwood lumber, kiln-dried to less than 15 percent moisture content.

B. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.

1. Use recessed screws, finish, or casing nails and screws for MDF wainscots, except as otherwise indicated.

C. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.

D. Paneling Adhesive: Comply with paneling manufacturer's written instructions for adhesives.

E. Multipurpose Construction Adhesive: Formulation, complying with ASTM D3498, that is recommended for indicated use by adhesive manufacturer.

2.3 FABRICATION

A. Shop-fabricate MDF Top caps to the greatest extent possible to achieve profile identified in drawings

2.4 SHOP FINISHING

A. For MDF material receiving clear finish, apply one or more coat(s) to all faces to seal material and achieve desired color and sheen. Touch up after installation as necessary

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

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

3.2 PREPARATION

A. Clean substrates of projections and substances detrimental to application.

B. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

3.3 INSTALLATION, GENERAL

A. Do not use materials that are unsound; warped; improperly treated or finished; inadequately seasoned; too small to fabricate with proper jointing arrangements; or with defective surfaces, sizes, or patterns.

B. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.

1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.

2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation. Where this cannot be achieved, notify Architect.

4. Coordinate interior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate interior finish carpentry.

3.4 STANDING AND RUNNING TRIM INSTALLATION

A. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available.

1. Do not use pieces less than 24 inches long, except where necessary.

2. Stagger joints in adjacent and related standing and running trim.

3. Cope at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint.

4. Use scarf joints for end-to-end joints.

5. Fasten to prevent movement or warping.

6. Countersink fastener heads on exposed carpentry work and fill holes.

3.5 RESILIENT BASE INSTALLATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

1. Do not install resilient products until materials are the same temperature as space where they are to be installed.
2. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
3. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

B. Comply with manufacturer's written instructions for installing resilient base.

C. Apply resilient base to all areas identified in Drawings.

D. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

E. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

F. Do not stretch resilient base during installation.

G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:

1. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
   a. Miter or cope corners to minimize open joints.

3.6 ADJUSTING

A. Replace interior finish carpentry that is damaged or does not comply with requirements.
1. Interior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

B. Adjust joinery for uniform appearance.

3.7 CLEANING

A. Clean interior finish carpentry on exposed and semi-exposed surfaces.

B. Restore damaged or soiled areas and touch up factory-applied finishes if any.

3.8 PROTECTION

A. Protect installed products from damage from weather and other causes during construction.

B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 06 20 23

SECTION 07 52 16 - STYRENE-BUTADIENE-STYRENE (SBS)

MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Styrene-butadiene-styrene (SBS)-modified bituminous membrane roofing.
2. Insulation
3. Vapor retarder / interim roofing.
4. Substrate board.
5. Cover board.

B. Related Requirements:

1. Section 07 62 00 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
2. Section 07 92 00 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.2 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to Work of this Section.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, and condition of other construction that affects roofing system.

7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.
10. Review Installer’s fire safety plan.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include plans, sections, details, and attachments to other work, including the following:

1. Base flashings and membrane terminations.

C. Samples for Verification: For the following products:

1. Sheet roofing materials, including membrane cap sheet of color specified.
2. Walkway Pads or Rolls: Samples of specified color.

D. Wind Uplift Resistance Submittal: For roofing system indicating compliance with wind uplift performance requirements.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
   a. Submit evidence of complying with performance requirements.
2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For roof membrane, tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of membrane roofing system, from ICC-ES.

E. Field Test Reports:

1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

F. Inspection Reports: Copy of roofing system manufacturer's inspection reports of all progress and completed roofing installation. Provide reports for progress inspections as they occur and final report with maintenance manuals.

G. Sample Warranties: For manufacturer's special warranties.

H. Buy America: Form, signed by the manufacturer(s), certifying whether all components are manufactured in the U.S., in compliance with the Federal Transit Administration's Buy America requirements.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

B. Warranties: Final, fully executed warranties to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

B. Manufacturer's Representative: The roofing manufacturer's representative shall attend the Pre-Installation Conference and shall be present on the site at the commencement of work, and periodically thereafter to review work at least twice a month and assure proper materials and installation procedures are used. He shall prepare a written report of his observations and transmit it to the Owner, Architect, and Contractor within one week of each site visit.

C. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1. Installer's Field Supervision: Require Installer to maintain a full-time supervisor/foreman on job site during times that modified bituminous sheet roofing work is in progress and who is experienced in installation of roofing systems similar to type and scope required for this Project and has supervised the installation of at least 5 projects of similar size and dollar value using the same system type as required for this project.

2. Installing Company: Provide proof of at least 5 successfully completed roofing projects with same manufacturer and materials specified herein, completed within the last 3 years, of similar size and dollar value.

a. Installing company shall have been in business for a minimum of 10 years.

D. Source Limitations: Obtain primary products, including each type of roofing sheet, bitumen, membrane flashings, and vapor retarder, from a single manufacturer. Provide secondary products as recommended by manufacturer of primary products for use with roofing system specified.

E. Exterior Fire-Test Exposure: ASTM E 108, Class A for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes roof membrane, base flashings, fasteners, cover boards, vapor retarder / interim roofing, walkway products, substrate board, and other components of roofing system.

2. Warranty Period: 20 years from date of Substantial Completion.

B. Special Project Warranty: Submit roofing Installer's warranty, on form similar to warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders / interim roofing, and walkway products, for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing system and flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to

defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings shall remain watertight.

1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. Wind Uplift Resistance: Design roofing system to resist the wind uplift pressures indicated on the Structural Drawings when tested according to FM Approvals 4474, UL 580, or UL 1897.

D. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency.

1. Identify products with appropriate markings of applicable testing agency.

E. Withdrawal Resistance of Roofing Fasteners: Tested according to ANSI/SPRI FX-1 2016.

2.2 PRODUCT QUALITY REQUIREMENTS

A. Roof Membrane System Properties

1. Passes cyclic fatigue resistance for new material per ASTM D5849 (minimum 500 cycles at 14 deg. F).
2. Passes cyclic fatigue resistance for aged material per ASTM D5849 (minimum 200 cycles at 14 deg. F).

B. Sheet Properties

1. Minimum 40 percent elongation at 5 percent maximum load at 73 deg. F., per ASTM D1663, type 1.
2. Passes low temperature flexibility at -13 deg. F. for new material, and 0 deg. F. for aged material, per ASTM D6163.
3. Reinforcing mats shall be impregnated and coated with SBS modified bitumen blend.

2.3 BASIS OF DESIGN

A. Basis of Design: To help clarify the roofing and waterproofing systems included in the project, the following summary is provided to further clarify the work required herein. The project design and summary are based on the products of Siplast, as listed below. Equivalent products from Soprema or Derbigum are also acceptable. Other manufacturers will be considered through the substitution request process. All roofing systems included in this Section must be supplied by one manufacturer.

1. Roofing at Low Slope Decks:
   a. Substrates:
      1) Metal roof deck as specified in Section 05 31 00 Steel Decking.

b. Substrate Board: 1/2 inch ‘Dens Deck Prime, mechanically attached to metal deck.

c. Polyisocyanurate Board insulation: 1 1/2 inch; install below cover board adhered to vapor retarder/interim roof.

d. Vapor Retarder / Interim Roof: Siplast “Paradiene 20 SA” adhered to substrate board above metal deck.

e. Cover Board: 1/4-inch thick “DensDeck Prime” by Georgia-Pacific, applied in Siplast “Para-Stik Insulation Adhesive”.

f. Base Sheet: Siplast “Paradiene 20 SA”, adhered to cover board.

g. Reinforcing Ply-Sheet: Apply to all locations indicated herein or on drawings. Extend up roof slope 5” minimum. Siplast “Paradiene 20 TG”, torch applied.

h. Inner Ply-Sheet: Siplast “Paradiene 20 TG”, torch applied.

i. Cap Sheet: Siplast “Paradiene 30 TG”, torch applied.

j. Flashing Assembly: Siplast “Paradiene 20 SA”, adhered to the primed flashing substrate and Siplast “Parafor 30 TG”, torch applied.

2.4 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Siplast, Inc.
2. Soprema Inc.
3. Or approved substitute submittal during the bid process.

B. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturer approved by roof membrane manufacturer.

2.5 BASE SHEET MATERIALS

A. Roofing Membrane Base Sheet: ASTM D 6163, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified. Siplast “Paradiene 20 SA” or approved equivalent.

2.6 INTERPLY AND REINFORCING PLY SHEETS

A. Roofing Membrane Inner-Ply Sheet: ASTM D 6163, Grade S, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified. Siplast “Paradiene 20 TG” or approved equivalent.

B. Reinforcing Ply Sheet: ASTM D 6163, Grade S, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified. Siplast “Paradiene 20 TG” or approved equivalent.

2.7 STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS CAP SHEET

A. Roofing Membrane Cap Sheet: ASTM D 6163, Grade G, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified. Siplast

"Paradiene 30 FR TG" or approved equivalent. Granule color as indicated in Color and Material Schedule on the Drawings.

2.8 FLASHING SHEET MATERIALS

A. Base Flashing: ASTM D 6163, Grade S, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified. Siplast "Paradiene 20 SA" or approved equivalent.

B. Cap Flashing: ASTM D 6164, Grade G, Type I, glass-fiber-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified. Siplast "Parafor 30 TG" or approved equivalent. Granule color to match that of roof membrane cap sheet.

C. Liquid Flashing System (RFAM): Roof membrane manufacturer's standard two-part catalyzed resin with low solvent content, consisting of a primer, flashing cement, and scrim. Siplast "Parapro 123 Flashing Resin" or approved equivalent.

2.9 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
    a. Plastic Foam Adhesives: 50 g/L.
    b. Gypsum Board and Panel Adhesives: 50 g/L.
    c. Multipurpose Construction Adhesives: 70 g/L.
    d. Fiberglass Adhesives: 80 g/L.
    e. Contact Adhesive: 80 g/L.
    f. Other Adhesives: 250 g/L.
    g. Nonmembrane Roof Sealants: 300 g/L.
    h. Sealant Primers for Nonporous Substrates: 250 g/L.
    i. Sealant Primers for Porous Substrates: 775 g/L.
3. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.

C. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required by roofing system manufacturer for application.

D. Sealant: Type(s) as recommended by the roofing manufacturer for the specific project applications. Provide written documentation of manufacturer's recommendations.

E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.

1. Provide Siplast Zono-tite galvanized steel split-wedge fasteners and aluminum-zinc alloy coated steel plates to attach vapor retarder / interim roofing to existing, new, or patched lightweight insulating concrete.

F. Metal Flashing Sheet: As specified in Division Section 076200 "Sheet Metal Flashing and Trim."

G. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve; color to match roof membrane.

H. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

2.10 SUBSTRATE BOARDS AND COVER BOARDS

A. Substrate Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum substrate or ASTM C1278/C1278M, fiber-reinforced gypsum board.

1. Basis of Design: Georgia-Pacific Corporation; DensDeck Prime with Eonic Technology.
2. Other Products: Subject to compliance with requirements, provide one of the following products:
   a. National Gypsum Company; DEXcell Glass Mat Roof Board.
   b. Or approved substitute submitted during bid process.
3. Thickness: 5/8 inch Minimum.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.

2.11 VAPOR RETARDER / INTERIM ROOFING

A. Vapor Retarder/Interim Roofing: Glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified. Provide the following products:

B. Siplast "Paradiene 20 SA" or approved equivalent, adhered to substrate board above metal deck.

2.12 ROOF INSULATION

A. General: Preformed roof insulation boards, manufactured or approved by roof membrane manufacturer,.

1. Polyisocyanurate Foam-Plastic Board Insulation: ASTM C578, Type V, 3.00-lb/cu. ft. (8-kg/cu. m) minimum density, 100 psi (690 kPa) minimum compressive strength, square edged.
2. Thermal Resistance: R-value of 5.0 per inch (25 mm).
3. Size: 48 by 96 inches.
4. Thickness: As Indicated in Drawings

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

1. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 05 31 00 "Steel Decking."

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

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Perform fastener-pullout tests according to roof system manufacturer's recommendations.

1. Submit test result within 24 hours of performing tests.
    a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 INSTALLATION OF ROOFING, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

C. Substrate-Joint Penetrations: Prevent roofing asphalt and adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.4 INSTALLATION OF VAPOR RETARDER / INTERIM ROOFING

A. Install membrane according to manufacturer's written instructions starting at low point of roofing system. Shingle in direction to shed water. Extend to full extent of area to be roofed.

B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air and water movement into roofing system. Vapor retarder shall function as an interim roof during construction.

3.5 INSTALLATION OF COVER BOARDS

A. Install cover boards with long joints in continuous straight lines, with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.

1. Trim cover board neatly.
2. Adhere cover board to substrate using specified adhesive or fasteners, following the manufacturer’s instructions. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
3. Adhere cover boards to resist uplift pressure at corners, perimeter, and field of roof.
4. Tape joints if required by roofing system manufacturer.

3.6 INSTALLATION OF ROOFING MEMBRANE, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."

B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.

C. Cooperate with testing agencies, Envelope Consultant, or firm, engaged or required to perform testing or inspection services for installing roofing system.

D. Coordinate installation of roofing system so insulation and other components of the roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.7 INSTALLATION OF BASE SHEET

A. Before installing, unroll base sheet, cut into workable lengths, and allow to lie flat for a time period recommended by manufacturer for the ambient temperature.

B. Installation of Base Sheet:

1. Install base sheet according to roofing manufacturer's written instructions, starting at low point of roofing system.
2. Extend roofing sheets over and terminate above cants.
3. Install base sheet in a shingle fashion.
4. Adhere to substrate with self-adhesive bitumen layer.
5. Install base sheet without wrinkles, rears, and free from air pockets.
6. Laps: Accurately align roofing sheets, without stretching, and maintain uniform side and end laps.
    a. Lap side laps as recommended by roof membrane manufacturer but not less than 3 inches.
    b. Lap end laps as recommended by roof membrane manufacturer but not less than 12 inches.
    c. Stagger end laps not less than 18 inches.
    d. Completely bond and seal laps, leaving no voids.
7. Repair tears and voids in laps and lapped seams not completely sealed.
8. Apply pressure to the body of the base sheet according to manufacturer's instructions, to remove air pockets and to result in complete adhesion of base sheet to substrate.

3.8 INSTALLATION OF INTERPLY AND REINFORCING SHEETS

A. Install two ply sheets, starting at low point of roofing.
    1. Align ply sheets without stretching.
    2. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane.
        a. Shingle in direction to shed water.
    3. Extend ply sheets over and terminate above cants.

B. Reinforcing Ply Sheet: Install lapped course of reinforcing-ply sheet in adhesive at all crickets, gutters, roof drain sumps, transitions to vertical surfaces, and other locations indicated.

3.9 INSTALLATION OF SBS-MODIFIED BITUMINOUS CAP SHEET

A. Promptly after completing base sheet and inner ply sheet (same day where possible), torch apply one lapped course of cap sheet of type indicated.

B. Before installing, unroll cap sheet, cut into workable lengths, and allow to lie flat for a time period recommended by manufacturer for the ambient temperature at which cap sheet will be installed.

C. Install modified bituminous roofing cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system.
    1. Extend cap sheet over and terminate above cants.
    2. Install cap sheet in a shingle fashion.
    3. Torch apply to substrate.

a. Perform torch application according to NFPA 241, including two-hour fire watch after torches have been extinguished.

4. Install cap sheet without wrinkles or tears, and free from air pockets.

5. Install cap sheet, so side and end laps shed water.

6. Laps: Accurately align roofing sheets, without stretching, and maintain uniform side and end laps. Lap as described in Base Sheet installation.

7. Repair tears and voids in laps and lapped seams not completely sealed.

D. Apply pressure to the body of the cap sheet according to manufacturer's instructions, to remove air pockets and to result in complete adhesion of base sheet to substrate.

E. Apply roofing granules of same color as roof membrane to cover exuded bead at laps while bead is hot, to provide a continuous color appearance.

F. Set-On Accessories: Where small roof accessories are set on modified bituminous sheet roofing, set metal flanges in a bed of roofing cement and seal penetration of membrane with bead of roofing cement to prevent flow of bitumen from membrane.

3.10 INSTALLATION OF FLASHING AND STRIPPING

A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:

1. Prime substrates with asphalt primer if required by roofing system manufacturer.

2. Backer Sheet Application:

a. Adhere backer sheet to substrate in cold-applied adhesive.

b. Seal all laps.

3. Flashing Sheet Application: Torch apply flashing sheet to substrate.

a. Perform torch application according to NFPA 241, including two-hour fire watch after torches have been extinguished.

B. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.

1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.

C. Install liquid flashing system according to manufacturer's recommendations.

1. Extend liquid flashing not less than 3 inches in all directions from edges of item being flashed.

2. Embed granules, matching color of roof membrane, into wet compound.

D. Install roofing cap-sheet stripping where metal flanges and edgings are set on roofing according to roofing system manufacturer's written instructions.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Owner may engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, flashings, protection, and drainage components, and to furnish reports to Owner, Architect, Envelope Consultant, and Contractor.

B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect and Envelope Consultant, and to prepare inspection report.

1. Notify Architect and Owner 48 hours in advance of date and time of inspection.

C. Roofing system will be considered defective if it does not pass tests and inspections.

1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

3.12 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.13 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner:
2. Address:
3. Building Name/Type:
4. Address:
5. Area of Work:
6. Acceptance Date:
7. Warranty Period:
8. Expiration Date:

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    a. lightning;
    b. peak gust wind speed exceeding _____ mph;
    c. fire;
    d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    f. vapor condensation on bottom of roofing; and
    g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 07 52 16

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Formed roof-drainage sheet metal fabrications.
2. Formed low-slope roof sheet metal fabrications.
3. Formed miscellaneous sheet metal fabrications.

B. Related Requirements:

1. Section 07 52 16 SBS Modified Bituminous Membrane Roofing for installation of sheet metal flashing and trim integral with roofing.

1.3 COORDINATION

A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review special details and condition of other construction that affect sheet metal flashing and trim.
3. Review requirements for insurance and certificates if applicable.
4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each of the following

1. Underlayment materials.
2. Elastomeric sealant.
3. Butyl sealant.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Work.

3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of edge conditions, including eaves, rakes, crickets, flashings, and counterflashings.
8. Include details of special conditions.
9. Include details of connections to adjoining work.
10. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches.

C. Samples for Verification: For each type of exposed finish.

1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

B. Special warranty.

1.8 QUALITY ASSURANCE

A. Fabricator/Installer Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance. Fabricator/Installer shall be regularly engaged in the fabrication and installation of flashing and sheet metal, thoroughly familiar with materials and techniques, employing skilled workmen, provide proof of at least 10 similar installations in good condition, shall be established in the sheet metal business for not less than 10 continuous years under the same name and shall have not less than 10 years’ experience in installation of similar systems.

B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and materials' sequencing, and weatherproof and watertight execution.

1. Notify the following participants one week prior to preparation of mockup:
   a. Architect, Owner’s Representative, lead Installer, and sub-contractors/installers whose work interfaces the WRB.
   b. Contractor shall photo-document each stage of the mockup installation.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect and Envelope Consultant specifically approves such deviations in writing.

3. If Architect determines mockups do not comply with requirements, reconstruct mockups until mockups are approved.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver sheet metal flashings, trim, and other related materials to job site undamaged.

B. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

2. Protect stored sheet metal flashing and trim from contact with water.

3. Store sheet metal and accessories off the ground, cover with waterproof, breathable tarpaulins, well-secured and fully protected from the weather and moisture.

C. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.

b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.

c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

B. Installer's Warranty: Submit sheet metal installer's warranty, signed by Installer, in which Installer agrees to repair or replace components of sheet metal flashing and trim system that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Water Infiltration: Provide sheet metal flashing and trim that does not allow water infiltration to the weather side of the flashing or into building interior.

C. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

D. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:

1. Design Pressure: As indicated on Drawings.

E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Metallic-Coated Steel Sheet: Provide aluminum-zinc alloy-coated, tension-leveled, steel sheet in accordance with ASTM A792/A792M, Class AZ50 coating designation, Grade 40; prepainted by coil-coating process to comply with ASTM A755/A755M.

1. Surface: Smooth, flat.

2. Exposed Coil-Coated Finish:

a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

1) Thickness: Minimum 0.2 mil primer and 0.8 mil total finish coat, for a total dry film thickness of not less than 1.0 mils.

3. Color(s): See the Color and Material Schedule on the Drawings. If a color(s) is not indicated on the schedule, the color(s) will be as selected by the Architect from the manufacturer’s full range of standardly available colors.

4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Sheet Underlayment (HTSAM): Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath sheet metal flashing and trim. Provide primer in accordance with underlayment manufacturer's written instructions.

1. Manufacturers: Subject to compliance with requirements, provide products by the following:

a. GCP Applied Technologies; Grace Ultra.

b. Protecto Wrap; Jiffy Seal Butyl Ice & Water Guard HT.

c. Or approved substitute submitted during the bid process .

2. Source Limitations: Obtain underlayment from single source from single manufacturer.

3. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F or lower.

B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

A. Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal. Provide fasteners and anchorages with a minimum ASTM A153 hot-dip galvanized coating or stainless steel type 304 or 316.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.

b. Blind Fasteners: High-strength aluminum or stainless steel, closed-end, watertight rivets suitable for metal being fastened, and as compatible with fastening substrate. Length and diameter as required for secure jointing.

2. Fasteners for Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329.

C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

D. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight. Refer to Section 079200 “Joint Sealants”.

E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement. Refer to Section 07 92 00 Joint Sealants.

F. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.

G. Bituminous Paint: Solvent-type bituminous paint, compounded for 15-mil dry film thickness per coat.

H. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.

I. Touch-up Paint: For shop and field touch-up painting. Compatible equivalent finish coating, as recommended by manufacturer, for cut ends and edges, and for touch-up of scratched, abraded, or other locations of finish damage.

2.5 FABRICATION, GENERAL

A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.

1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems. For cleated locations, provide minimum 3/4-inch drip edges and hems, with minimum 3/4-inch engagement with cleat. For locations without cleats, provide minimum 3/8-inch drip edge, with minimum 3/8-inch hem.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
6. Where Drawings differ from SMACNA recommendations, the Drawings shall govern. Contact Architect for clarification of any discrepancies.

B. Fabrication Tolerances:

1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Except at standing seam copings, and unless noted otherwise for specific types of flashings or copings, where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings. All lapped sheet metal joints shall be bayonet joints with two continuous beads of butyl sealant, installed to allow for expansion and thermal movement.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.

G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Provide gasketed fasteners where necessary for strength, and only use rivets where fasteners are not practical.

H. Do not use graphite pencils to mark metal surfaces.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters:

1. Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required.
2. Fabricate in minimum 96-inch-long sections.

3. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard, but with thickness not less than twice the gutter thickness or thickness indicated on Drawings, whichever is thicker.
4. Fabricate expansion joints, expansion-joint covers and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
5. Gutter Profile: As indicated on Drawings.
6. Expansion Joints: Butt type with cover plate.
7. Accessories: Stainless steel wire-ball downspout strainer at each downspout..
8. Gutters: Fabricate from the following material:
    a. Aluminum-Zinc Alloy-Coated Steel: 0.034 inch (22 gage) thick.

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Edge Flashing: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long sections. Shop fabricate interior and exterior corners watertight.
    1. Joint Style: Overlapped, 4 inches wide.
    2. Fabricate from the following materials:
        a. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch (24 gage) thick.

B. Copings: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long, sections. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Shop fabricate interior and exterior corners watertight.
    1. Coping Profile: As indicated on Drawings.
    2. Joint Style: Standing seam.
    3. Fabricate from the following materials:
        a. Aluminum-Zinc Alloy-Coated Steel: 0.034 inch (22 gage) thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
    1. Verify compliance with requirements for installation tolerances of substrates.
    2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
    3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

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

3.2 INSTALLATION OF UNDERLAYMENT

A. Self-Adhering, High-Temperature Sheet Underlayment:
    1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.

2. Prime substrate if recommended by underlayment manufacturer.
3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.
5. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller.
6. Roll laps and edges with roller.
7. Cover underlayment within 14 days.

B. Install slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

1. Install in shingle fashion to shed water.
2. Lapp joints not less than 4 inches.

3.3 INSTALLATION, GENERAL

A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.

1. Install fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
3. Anchor sheet metal flashing and trim and other components of the Work securely in place to withstand design loads, with provisions for thermal and structural movement.
4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
5. Install continuous cleats with fasteners spaced not more than 12 inches o.c., placed not more than 1-3/4 inches from the bottom of the vertical face.
6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners, placed not more than 1-3/4 inches from the bottom of the vertical face. Bend tabs over fasteners.
7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
8. Do not field cut sheet metal flashing and trim by torch.
9. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Except at standing seam copings or where detailed otherwise, provide for thermal expansion of exposed flashing and trim.

1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
3. Use lapped expansion joints only where indicated on Drawings or specified herein. All lapped sheet metal joints shall be bayonet joints with two continuous beads of butyl sealant, installed to allow for expansion and thermal movement.
4. Install expansion joints as required to prevent oil canning.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Install all expansion joints and provisions weatherproof and watertight. Where exposed fasteners are used, install gasketed fasteners.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated.
   a. Embed hooked flanges of joint members not less than 1 inch into sealant.
   b. Form joints to completely conceal sealant.
   c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
   d. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
3. Flashing Lap Joints: At all lap joints in metal flashings, lap sheet metal a minimum of 4 inches, or more if recommend by SMACNA, or more if indicated on the Drawings. Install at least two continuous beads of sealant in each lap joint within and fully concealed by the lap joint.

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.

1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
2. Do not solder metallic-coated steel sheet.
3. Do not use torches for soldering.
4. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Remove flux and spatter from exposed surfaces.
5. Stainless Steel Soldering:
   a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.
   b. Promptly remove acid-flux residue from metal after tinning and soldering.
   c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

H. All flashing shall be fabricated and installed to provide positive drainage away from the building. At opening sill flashings, and other similar locations, provide positive drainage away from opening frame. Flat spots are not allowed.

3.4 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters:

1. Join sections with joints sealed with sealant and rivets. Provide for thermal expansion.
2. Attach gutters and brackets at eave or fascia to firmly anchor them in position.
3. Provide end closures and seal watertight with sealant.
4. Slope to downspouts.
5. Fasten gutter spacers to front and back of gutter.
6. Anchor gutter as detailed with gutter brackets spaced not more than 36 inches apart to roof deck or blocking, unless otherwise indicated, and loosely lock to front gutter bead.
7. Install gutter with expansion joints at locations indicated on Drawings, but not exceeding, 30 feet apart. Install expansion-joint caps.

3.5 INSTALLATION OF ROOF FLASHINGS

A. Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard.

1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing:

1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated.
    a. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.

C. Copings:

1. Install copings in accordance with ANSI/SPRI/FM 4435/ES-1.
2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated.
    a. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 16-inch centers and as required to comply with ANSI/SPRI/FM 4435/ES-1.
    b. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers and as required to comply with ANSI/SPRI/FM 4435/ES-1.
3. Anchor to resist uplift and outward forces in accordance with recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.

3.6 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.7 CLEANING

A. Clean all surfaces of sheet metal shavings and trimmings, dirt, dust, debris, and all other substances after installation and prior to completion of work.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

3.8 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.

C. Maintain sheet metal flashing and trim in clean condition during construction.

D. Provide protection for installed components as required to prevent damage by other trades or construction Work.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION 07 62 00

SECTION 09 90 00 - PAINT, STAIN AND COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes surface preparation and finish application for new, existing, and over-coating of interior and exterior substrates.

B. Related Requirements:

1. Section 05 12 00 “Structural Steel Framing” for shop applied primers and field painting.
2. Section 07 71 23 “Manufactured Downspouts” for field applied primers and paint.
3. Section 09 29 00 “Gypsum Board” for touch up at gypsum board adjacent to Work.

1.3 DEFINITIONS

A. “Finish”, “Finishes” and “Finishing” refer to primers, paints, stains, clear coats, sealer, conditioners, coatings, and any surface applied film or treatment.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements, application and curing instructions. Provide cover letter indexing products in the specification finish schedule format.

1. Qualification Data: Submit proof of compliance with requirements of the Quality Assurance article.
2. Provide written confirmation of shop primer and existing painted surfaces compatibility with field applied finishes. Include written confirmation of finishes suitability over existing painted surfaces. Confirm submitted systems suitability for intended service.

B. Samples for Verification: For each type of finish system and in each topcoat color and gloss.

1. Finish Samples: Submit “draw down” samples of each color, texture, and sheen on rigid backing, 8-1/2 inches by 11inches.
   a. Label each sample for location and application area.
      Label each sample with manufacturer’s name, product, color name and number.
      Include schedule referenced from the finish schedule.
2. Additional Finish Samples: Furnish additional sets of samples, in the quantities noted, until colors, finishes, textures are reviewed and accepted by the Architect/Owner (followed by written authorization to proceed).
3. Time: Allow sufficient time for color sample submittal and re-submittal. Do no finish work of this Section on site until samples are approved.

4. Product List: Cross-reference in specified format the finish system and its location. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra finish materials packaged for storage and identified with labels describing contents.

1. Paint and Coating: 5 percent, but not less than 1 new unopened gallon of each paint color and type used on the Project.

2. Stain: 5 percent, but not less than 1 new unopened gallon of each paint color and type used on the Project.

3. Clear Coating: 5 percent, but not less than 1 new unopened gallon of each paint color and type used on the Project.

1.6 QUALITY ASSURANCE

A. Referenced Standards:

1. ASTM: American Society for Testing of Materials, as listed in manufacturer's product data sheets.

2. The Society for Protective Coatings (SSPC).

a. Good Painting Practice, SSPC Painting Manual Volume 1
b. Systems and Specifications, SSPC Painting Manual Volume 2.
c. SSPC-SP1, SP2, SP3, PA1, and PA2 for exterior coatings.

3. PDCA: Painters Decorators Contractors Association.

a. PDCA Visual Standards for Interior Painting and decorating. Touch up and Spot Repair Standard.

4. Paint, Stain and Coating Manufacturer’s printed instructions, application guides and technical bulletins.

B. Regulatory Agency Requirements:

1. Occupational Safety & Health and Pollution Regulations: Conform to the Federal and State requirements for finishing work applicable to this project.

C. Qualifications:

1. Applicator: The applicator engaged for work in this Section shall furnish qualifications documenting at least 10 years’ past satisfactory experience in finishing work similar to size, complexity and scope of the work of this Project.

a. Maintain a crew of qualified craft people throughout duration of the finishing work, who shall satisfy specified product data sheet application and curing requirements.

D. Single Source Responsibility: Provide confirmation of shop primers’ or shop treatments’ compatibility with field applied finishes. Use only thinners approved by paint, stain, and coating manufacturers, and use only within recommended limits.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to job site in new unbroken sealed packages with manufacturer's original labels, bearing manufacturer's name, paint type, brand name, batch number, color designation and instructions for mixing and reducing.

B. Store materials in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 50 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.

2. Remove rags and waste from storage areas daily.

C. Take necessary precautionary measure to prevent fire hazards and spontaneous combustion; place cotton waste, cloths, and other hazardous materials in containers, and remove from site daily.

D. Toxic and Combustible Materials: Take regular appropriate safety precautions conforming to manufacturer's recommendations and applicable "Regulatory Requirements”.

1.8 FIELD CONDITIONS

A. Apply finishes only when substrate temperature and ambient air temperatures are between 50 and 95 deg F. High humidity and low temperatures prolong cure and increase trade damage to finish.

B. Do not apply finishes when relative humidity exceeds 85 percent; and at temperatures less than 5 deg F above the dew point; and to damp or wet surfaces. Low temperature combined with elevated humidity inhibits cure of finishes. Protect finishes from moisture until finish has cured.

C. Do not apply finishes when dust, dirt, flying debris or insects are present that may harm the final finish appearance.

D. Do not apply finishes when rain or inclement weather is forecast. Protect all newly-painted, uncured surfaces from effects of weather.

1.9 WARRANTY

A. Installers Warranty: Two years from the date of Substantial Completion for labor and materials on installed finish systems. Warranted against failure and non-performance.

B. Supplier Warranty: Two years from the date of Substantial Completion for materials.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: Sherwin Williams Company.

B. Other Manufacturers: Other manufacturers are preapproved, provided they furnish equivalent products for specified systems deemed equivalent by the Architect. Following are preapproved manufacturers. Manufacturers not listed below, but desiring approval shall submit a substitution request according to the provisions of the sections referenced below. Manufacturers must have products equivalent to the referenced products and which are listed in this specification.

1. Kelly Moore.

2. PPG.

3. Rodda.
4. Or approved substitute submitted during bid process.

2.2 FINISHES, GENERAL

A. Material Compatibility and Suitability:

1. Finish materials for use within each finish system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience. Paints, stains and coatings must be suitable for intended service.
    a. Provide written compatibility confirmation.
2. Finish manufacturer will provide written approval of system over substrates indicated, including existing painted surfaces.

B. VOC Content: Interior finishes scheduled in this Section and applied at the Project site shall comply with VOC limits as listed by South Coast Air Quality Management District (SCAQMD) Rule 1113 and authorities having jurisdiction.

C. Colors:

1. Color Selections and Number of Colors: Colors are identifies on Finish Schedule on Drawings.
    a. The Architect and Owner reserve the right to change up to 25 percent of the colors from those scheduled on the Drawings, and to select from the manufacturers full range of available colors, or to select custom colors, without additional cost. A change in color(s) required by a change in manufacturer from the scheduled manufacturers color(s) shall not constitute a change.
2. Color Variations: Vary colors of succeeding coats to readily permit inspection of number of specified layers and to prevent skipping and holidays.

D. Products: Refer to Finishing Schedule in Part 3 of this Section.

2.3 SOURCE QUALITY CONTROL

A. Testing of Finish Materials:

1. Owner may engage the services of a qualified testing agency or inspector to sample finish materials. Contractor will be notified in advance and may be present when samples are taken. If finish materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency or inspector.
2. Testing agency or inspector will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop application finishes if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying finish materials from Project site, pay for testing, and refinishing surfaces with rejected materials at no additional cost to Owner. Contractor will be required to remove rejected materials from previously finished surfaces if, on refinishing with complying materials, the products are found to be incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator and Product Representative present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Applicator shall examine the work areas and its environmental conditions during application and notify Contractor and Architect in writing of conditions detrimental to proper and timely completion of surface preparation, application and cure of finishes. Do not proceed until unsatisfactory conditions have been corrected in a manner acceptable to Architect. Conform to the SSPC Painting Manuals, PDCA, and manufacturer's printed instructions for surface conditions and preparations of each surface to be finished, including existing painted surfaces. Where these may be in conflict, the more stringent will be used.
2. Contractor shall properly sequence coating applicator's work for compliance with specifications and manufacturer's requirements.
3. Starting of finish work will be construed as applicator's acceptance of surfaces and conditions within a particular area.
4. Do not finish over dirt, rust, scale, grease, moisture, scuffed surfaces, or foreign materials. All existing surfaces shall be prepared per SSPC guidelines prior to re-coat for optimal coating adhesion, unless specified otherwise below.
5. Finish surfaces not listed in finish schedule shall be finished the same as the nearest adjacent finished surface.

B. Maximum Moisture Content of Substrates: When measured with a calibrated electronic moisture meter:

1. Fiber-Cement Board: 12 percent.
2. Wood: Interior: 8 percent
3. Wood: Exterior: 13 percent.
4. Gypsum Board: 12 percent on relative or 0.3 percent on gypsum scale.

C. Verify suitability of substrates, including surface conditions and confirm compatibility, between field finishes and factory or shop-applied primers.

D. Proceed with finishing application only after correction of unsatisfactory conditions.

1. Application of finish indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Surface Conditions:

1. Before Starting Work Under This Section: Proceed when discovered defects have been corrected and surfaces are in acceptable condition.
2. Upon Starting Work:
   a. Conform to Field Quality Control requirements specified in this Section and related Sections.

b. Starting work under this Section constitutes acceptance of surfaces by Applicator, including existing painted surfaces.
c. Unless otherwise specified, surfaces considered the responsibility of other trades for work under this Section include:

1) Shop primed hollow metal and other shop primed metal items except for minimal spot repair and touch up at surfaces abraded and damaged after installation or from field cutting or trimming which exposes uncoated metal.

B. Comply with manufacturers written surface preparation instructions. Follow recommendations in SSPC Painting Manuals, PDCA, and manufacturer's instructions applicable to substrates and finish systems indicated. Where standards are in conflict the more stringent shall apply.

C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be finished. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection prior to surface preparation and finishing.

1. After completing finishing operations, use skilled workers to reinstall items that were removed. Remove surface-applied protection. Touch-up any areas damaged during re-installation of hardware.

D. Clean substrates of substances that could impair bond of finishes, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Create an adhesive surface profile prior to finishing.

1. Incompatible primers: remove and re-prime substrate with compatible primers to produce finish systems indicated.

2. Mildew Removal: Scrub with industrial strength mildew cleaning solution, scrub with bleaching solution, then, depending on substrate, rinse with potable water and let thoroughly dry.

a. Acceptable Cleaner: Jomax.

E. Wood Product Substrates:

1. Use Tack cloth or similar to remove dust before priming.

3.3 APPLICATION

A. Apply finishes according to these specifications, paint, stain and coating manufacturer's written instructions, relevant SSPC application standard or manual, and PDCA. Where these guidelines are in conflict the more stringent shall apply.

1. Use applicators and techniques approved and suited for finish and substrate indicated.

2. Finish surfaces behind movable equipment and furniture same as adjacent surfaces. Before final installation, finish surfaces behind permanently fixed equipment or furniture with primer and first coat.

3. Finish front and backsides of access panels, removable or hinged covers, and similar hinged items to match adjacent exposed surfaces.

4. Do not finish over labels of safety, of manufacturer's information, or of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

5. Do not apply finishes over poorly adhered or failed substrates and/or existing paint, stain or coatings.

6. Sealant: Install compatible sealant at gaps, holes, terminations, changes of plane, and outside and inside corners.

B. General:

1. Custom quality consistent with trade practices, performed by skilled applicators.
2. Prime and coat all sides of components to be painted. All cut edges shall be spot primed and coated with Project-approved finishes.
3. Lightly sand interior surfaces between coats.
4. Apply paint, stain, and coating materials by method at painter's option, as approved by coating manufacturer. Spray apply finish coat on hollow metal doors and exposed steel; spread material evenly, with uniform gloss and finish and without runs, sags or drips.
5. Apply additional coats when undercoats, stains, or other under imperfections telegraph through the finish system. Provide a uniform finish, color and appearance.
6. Cut sharp lines against glass, other materials, and different colors.
7. Allow ample time between coats for thorough curing; follow manufacturer's recommendations. Anticipate extended cure time due to low temperature and high humidity. Do not allow coatings to over-dry due to windy conditions or direct sunlight.
8. Finish surfaces behind movable equipment and furniture the same as similar exposed surfaces. Finish surfaces behind permanently fixed equipment or furniture with first coat.
9. Finish the backside of access panels, and removable or hinged covers to match the exposed adjacent surfaces.
10. Apply finishes to create a monolithic, defect-free film.
11. Cement Board: Confirm Spot repair of field cuts by Installer installing system. Spray then back roll each coat.

C. If imperfections telegraph through finishes, then apply additional coats until cured film has a uniform finish, color, and appearance.

D. Apply finishes to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Finishing Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. The following work in mechanical, electrical, custodial, and storage rooms, is not required to be finished unless noted otherwise on the Drawings:

a. Equipment, including panelboards.
b. Uninsulated metal piping.
c. Uninsulated plastic piping.
d. Pipe hangers and supports.
e. Metal conduit.
f. Plastic conduit.
g. Tanks that do not have factory-applied final finishes.
h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
i. Metal HVAC ducts.

2. Finish the following work where exposed in occupied spaces and exterior locations:

   a. Equipment, including panel boards.
   b. Uninsulated metal piping.
   c. Sprinkler piping.
   d. Uninsulated plastic piping.
   e. Pipe hangers and supports.
   f. Metal conduit.
   g. Plastic conduit.
   h. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
   i. Other exposed to view items as directed by Architect.
   j. Metal HVAC ducts exposed to view, unless noted otherwise on the Drawings.

3. Finish portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces or exposed to outside weather.

3.4 FIELD QUALITY CONTROL

A. Paint, Stain and Coating Testing: Owner may engage a qualified inspection agency or inspector to inspect surface preparation and paint, stain and coatings application and cure. Finishes will be tested for dry film thickness.

1. If the Owner engages an inspection agency or inspector, notify Owner, Contractor, Architect, and Applicator at least 10 working days prior to starting work under this Section. Allow full access to the work and cooperate with the inspection agency.

2. Contractor shall spot repair, touch up, and restore finished surfaces damaged by testing or field cutting, fitting, or adjacent damage, scuffs, and cuts through any layer of coating. Refinish to condition approved by Architect.

3. If dry film thickness is found to be non-compliant with manufacturer's written instructions, then Contractor shall pay for follow up inspection and testing, and apply additional coats as needed to provide compliant thicknesses.

4. Failure due to unsatisfactory surface preparation or unsatisfactory finish application and cure will require removal of failed finish and its re-application at no cost to Owner.

B. Inspection Agency / Inspector:

1. Provide upon request project invoices substantiating accurate product usage.

2. Engage services of an independent inspection agency or inspector, to sample finishes. Materials taken from project site, identified, sealed, and certified in presence of Contractor. Establish chain of custody with appropriate bills of lading.

3. Test finishes for the following characteristics: abrasion resistance, wash-ability, dry opacity, recoating, color retention, alkali resistance and quantitative materials analysis, and perform thickness test.

3.5 CLEANING, PROTECTION, SPOT REPAIR / TOUCH UP

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site. Support a safe clean work site.

B. Completed project requires cleaning and repair of spattered or damaged surfaces. Remove spattered finishes: paints, coatings, stains and clear coats by washing, scraping, or other methods. Protect adjacent finishes from scratches or damage.

C. Protect work of other trades against damage from finishing applications. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as reviewed by Architect, and leave in an undamaged condition.

D. Use tarpaulins or drop cloths and masking tape and paper when working above or adjacent to finished work. Protect all adjacent areas from overspray, roller spatter, and mist using best available protection technology and covering methods. Secure all coverings and protective materials from potential high-wind conditions.

E. At completion of construction activities of other trades, touch up and restore damaged or defaced finished surfaces. Spot repairs and touch up shall be finished from edge to edge. Repair in accordance with PDCA P1, as well as relevant SSPC standards depending on substrate, as a guide for touch-up painting and damage repair.

3.6 FINISHING SCHEDULE - EXTERIOR

A. General:

1. Work specified is in addition to shop or factory primers specified in other Sections.

B. Hollow Metal Doors, Frames, and Relights – Existing (touch up):

1. Surface Preparation:

a. Remove failed paint using medium pressure spray and a dull putty knife.
b. Clean in accordance with SSPC SP-1 Solvent Cleaning.

2. First Coat: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer B66W01320 (1.9-2.5 mils MDFT) (VOC: <50 g/L).

3. Second and Third Coats: Sherwin Williams Pro Industrial Waterbased Alkyd Urethane Enamel B53-1150 Series Semi-Gloss (1.5 mils MDFT per coat) (VOC: <50 g/L).

C. Metal Vents, Louvers, Reglets, Counterflashing:

1. Surface Preparation: Clean in accordance with SSPC SP-1 Solvent Cleaning.

2. First Coat: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer B66W01320 (1.9-2.5 mils MDFT) (VOC: <50 g/L).

3. Second and Third Coats: Sherwin Williams Pro Industrial Waterbased Alkyd Urethane Enamel B53-1150 Series Semi-Gloss (1.5 mils MDFT per coat) (VOC: <50 g/L).

D. PVC Downspouts, Exposed Electrical Conduit:

1. Surface preparation: Clean in accordance with SSPC SP-1 Solvent Cleaning.

2. Spot Primer: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer B66W01320 (1.9-2.5 mils MDFT) (VOC: <50 g/L).

3. First and Second Coats: Sherwin Williams Pro Industrial Waterbased Alkyd Urethane Enamel B53-1150 Series Semi-Gloss (1.5 mils MDFT per coat) (VOC: <50 g/L).

E. Bollards, Sprinkler Pipe, Sprinkler Collar, and Miscellaneous Metals - Existing:

1. Surface Preparation:

a. Clean in accordance with SSPC SP-1 Solvent Cleaning
b. Remove 100 percent of failed paint using 2500 psi pressure wash.

2. First Coat: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer B66W01320 (1.9-2.5 mils MDFT) (VOC: <50 g/L).

3. Second and Third Coats: Sherwin Williams Pro Industrial Waterbased Alkyd Urethane Enamel B53-1150 Series Semi-Gloss (1.5 mils MDFT per coat) (VOC: <50 g/L).

3.7 FINISHING SCHEDULE - INTERIOR

A. General:

1. Work specified is in addition to shop or factory primers specified in other Sections.

B. MDF Trim, MDF Wainscot:

1. General: Exposed wood, wood trim, and finish lumber surfaces not specified to be factory finished, shall be finished as follows:

2. Clear Coating:

a. Wood Filler: MINWAX Stainable Wood filler.
b. Clear Coating: Two coats of General Finishes Enduro Clear Satin Poly (VOC: 250 g/L).

3. Opaque Finish:

a. Fill imperfections with Minwax Stainable wood filler. Sand filler smooth. Unprimed wood shall have field primer applied to entire surface, including edges, front and backsides prior to installation. Coordinate with applicable Division 06 Sections. Provide touch up procedures for field cuts. Lightly sand between coats.

1) First Coat: Sherwin Williams PrepRite ProBlock B51-600 Series (1.4 mils MDFT) (VOC: <50 g/L). Delete first coat over existing painted or primed wood.
2) Second and Third Coats: Sherwin Williams Pro Industrial Waterbased Alkyd Urethane Enamel B53-1150 Series Semi-Gloss (1.5 mils MDFT per coat) (VOC: <50 g/L).

C. Gypsum Board (Walls) – Existing:

1. Surface Preparation for Existing Painted GWB:

a. Clean grime and soluble contaminants using Rustoleum Krud-Kutter.

2. Spot Prime for Existing Painted GWB: Sherwin Williams ProMar 200 Zero VOC Interior Latex Primer B28W02600 (1.0 mils MDFT) (VOC: <50 g/L).

3. First Coat: Sherwin Williams ProMar 200 Zero VOC Interior Latex Primer B28W02600 (1.0 mils MDFT) (VOC: <50 g/L).

4. Second and Third Coats: Sherwin Williams ProMar 200 HP Zero VOC Interior Latex B20-1900 Series Eg-Shel (1.5 mils MDFT per coat) (VOC: <50 g/L).

D. Hollow Metal Doors, Frames, Relites, and Access Doors (touch up):

1. Surface Preparation:

a. Clean in accordance with SSPC SP-1 Solvent Cleaning.
b. Abrade 100 percent of factory primer using a 3M Scotch-Brite General Purpose Pad No. 96
c. Wipe clean.

2. First Coat: Sherwin Williams Pro Industrial Pro-Cryl Universal Primer B66W01320 (1.9-2.5 mils MDFT) (VOC: <50 g/L).

3. Second and Third Coats: Sherwin Williams Pro Industrial Waterbased Alkyd Urethane Enamel B53-1150 Series Semi-Gloss (1.5 mils MDFT per coat) (VOC: <50 g/L).

E. Mechanical Equipment, Grilles and Diffusers:

1. Inside Ducts behind Grilles and Diffusers: Finish inside of ductwork 12 inches back from grilles, finish with overhead ceiling system. Color: Black
2. Exposed Pipes: Finish exposed pipes in occupied and public areas with overhead ceiling system. No finishing shall be required inside mechanical rooms and attic spaces.
3. Ducts Exposed in Occupied Spaces: Finish exposed ducts in occupied and otherwise public areas with overhead ceiling system, color similar to adjacent surface. No finishing shall be required inside mechanical rooms and attic spaces.
4. Factory-Finished Mechanical Equipment: Factory-finished items; no finishing shall be required.
5. Mechanical Grilles and Diffusers Located in Walls: Match adjacent surface finish and color. Finish grilles and diffusers with hollow metal doors system.

F. Electrical Equipment:

1. Flush Distribution Panels in Finish Walls: Finish with hollow metal door system. Match adjacent surface sheen and color.
2. Surface Mounted Panels: Finish with hollow metal door system. Match adjacent surface sheen and color. Confirm primer is compatible with field-applied finish.
3. Conduit: No finishing is required in Electrical, Mechanical and attic rooms. Finish conduit in areas exposed to view with hollow metal door system. Match adjacent surface sheen and color.

END OF SECTION 09 90 00

SECTION 10 99 00 – MISCELLANEOUS SPECIALTIES & EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Fabricated Metal Bollards.

B. Related Requirements:

1. Section 03 30 00 Cast In Place Concrete for anchoring in new Work.

1.2 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

2. Review temporary protection requirements for glazing during and after installation.

1.4 ACTION SUBMITTALS

A. Product Data: Include manufacturer's construction details relative to materials, dimensions of individual components, profiles, and finishes. Include manufacturer's data substantiating that materials comply with requirements indicated.

1.5 QUALITY ASSURANCE

A. Inspect each item prior to installation for manufacturing flaws and/or damage. Reject pieces not meeting standards of shop drawings.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to site undamaged. Properly store and handle to prevent damage after delivery. Materials that arrive damaged or become damaged during delivery, storage, and handling shall be replaced with new.

1.7 WARRANTY

A. Warranty Period: 1year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: Uline; Heavy Dity Safety Bollard.

B. Other Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Approved substitute submitted during bid process.

C. Source Limitations for Bollards: Obtain from single source from single manufacturer for each type.

2.2 METAL BOLLARDS

A. Steel Bollards:
   1. Height: 48 inches
   2. Diameter: 5 1/2 inches
   3. Finish:
      a. Steel: Manufacturer's standard powdercoat.
   4. Cap: Manufacturer's standard ABS resin.
   5. Base plate: 3/8 inch nominal steel plate, 8 3/4 inch square.

B. Mounting accessories:
   1. Concrete anchor bolts for installation of Bollards.
   2. Leveling grout for installation of Bollards.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exterior conditions for compliance with the following:
   1. Concrete area is not cracked or damaged as to prevent solid base for bollard.
   2. Verify proper sequencing of interfacing and adjacent work.

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

3.2 PREPARATION

A. Clean with broom concrete surfaces receiving bollards immediately before installation.

B. Identify if surface is level, or if it will need grout places for plumb installation of bollard.

3.3 MOUNTING

A. Place bollard as indicated in drawings. Verify bollard is plumb before fastening to concrete.

B. Fasten to concrete with anchor bolts recommended by installer following installation instructions. Use non-cracking grout between concrete and bollard as needed.

3.4 CLEANING AND PROTECTION

A. Clean steel and plastic surfaces of bollard immediately after installation.

B. Protect bollards from damage for the duration of project Remove and replace bollards that are damaged during construction period.

END OF SECTION 10 99 00

DIVISION 11

SECTION 11 40 00

FOODSERVICE EQUIPMENT SPECIFICATIONS

FOODSERVICE EQUIPMENT SPECIFIC CONDITIONS

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FOODSERVICE EQUIPMENT SPECIFIC CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the contract, including Foodservice Equipment General Conditions, Supplementary Conditions and General Documents, other Division 1 Specification Documents and other Division 1 specification sections apply under this section.

1.2 SCOPE OF WORK

A. Furnish all labor, materials and services necessary for the procurement and installation of foodservice equipment in strict accordance with the Contract Documents and local codes including that which is reasonably inferred. No extra charge will be allowed for that which the Kitchen equipment contractor should be familiar.

B. Supervise and provide required instructions for work to be performed by other contractors in connect with requirements for all equipment under this section.

C. Related Sections include:

1. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.

2. Division 1 Section "Submittal Procedures" for submitting schedules and reports.

3. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 RELATED WORK SPECIFIED ELSEWHERE

A. All water, waste, indirect waste piping from sinks, services to the equipment including all shut-off valves, plumbing trim, traps, etc., and final connections to the equipment except as specified herein: Division 22 and 23.

B. All floor sinks and floor drains: Division 22.

1.4 OWNER/PURVEYOR FURNISHED EQUIPMENT - N/A

1.5 EXISTING EQUIPMENT – N/A

1.6 REGULATIONS

A. All work and materials shall be in accordance with the latest rules and/or regulations of agencies/authorities having jurisdiction.

B. All regulations, including building codes, and other codes applying to this jurisdiction should be followed. In addition all equipment shall comply with the following:

1. Local Health Code.

2. National Sanitation Foundation, (N.S.F.), including NSF-7, must bear label in jurisdictions requiring the same.

3. American Disability Act (A.D.A.) Standards.

C. The Contract Documents shall govern wherever they require larger sizes or higher standards than are required by regulations.

D. The regulations shall govern whenever the Contract Documents require something which will violate the regulations.

E. When seismic regulations are applicable, all equipment shall be fabricated and installed in accordance with those regulations. All seismic requirements shall be shown on all submittals. Submit requested information to the agencies and authorities having jurisdiction.

F. No extra charge will be paid for furnishing items required by the regulations, but not specified and/or shown on the drawings.

G. Rulings and interpretations of the enforcing agencies shall be considered a part of the regulations.

1.7 EQUIPMENT SUBSTITUTIONS – N/A

1.8 REVIEW OF CONTRACT DOCUMENTS

A. Unless expressly stipulated, and in a timely manner, no additional allowances will be made for Contractors or Manufacturers for errors, omissions or ambiguities not reported at time of bidding.

B. Carefully review and compare the Contract Documents and at once report to Owner and/or Designer any errors, ambiguities, inconsistencies or omissions. Unless expressly stipulated, and in a timely manner, Kitchen Equipment Contractor shall be liable to Owner or Designer for any damage resulting from such errors, inconsistencies or omissions in the Contract Documents. Work shall not be done without approved Drawings, Specifications and/or Modifications and without receiving prior written authorization from Owner or Designer.

1.9 WARRANTY

A. All equipment, fixtures and materials furnished and installed shall be guaranteed against defect in workmanship and material. All repairs and replacements which may have become apparent and necessary by reasons of such defects, during the first year after final completion and acceptance of equipment installation, shall be made without cost and expense to the Owner. All such repairs and replacements shall be made at a time and during hours satisfactory to the Owner.

B. Warranty period shall commence with the date of final acceptance of installation by Owner.

C. Components of equipment subject to replacement prior to one(1) year's use and those items which may fail due to improper or inadequate periodic maintenance by the Owner/Operator are not intended to be included within the scope of warranty.

1.10 SUBMITTALS

A. Use of Consultant's Drawings

1. Consultant drawings are not intended for construction purposes, but are information intended only for use by the Architect and Engineers as an aid in the design of the building and utility distribution systems and for bidding equipment purchase. Consultant drawings in electronic format will not be issued by the Architect or Owner to third parties, including equipment suppliers, without express written consent of the Consultant.

2. Consultant base Equipment Plans and Equipment Elevation Sheets will be provided to contracted equipment supplier in electronic format on request without charge. Utility rough-in/connection schedules and plans will be provided in electronic format on payment by the KEC to Consultant of a nominal fee of $250 per drawing sheet for third party formatting. Regardless of fees charged the transfer of drawings is not to be considered a sale and the Consultant makes no warranties, express or implied, of Merchantability or of fitness for a particular purpose.

3. Regardless of drawing formats provided it will remain the responsibility of equipment supplier to develop submittals in accordance with the Foodservice Equipment Specific Conditions

and assume all required responsibilities thereto. Time spent in checking KEC re-submittals, for KEC deficient initial submissions, will be back-charged to the KEC at consultants standard billing rates. Time spent in extraordinary coordination efforts by the Consultant necessitated by poor performance of the KEC will be back-charged to the KEC at consultants standard billing rates. The Consultant is not to be liable for errors or omissions by the KEC's use of electronic data provided by the Consultant or the development of data used in the submittal approval process.

B. Product Data

1. After award of contract and before proceeding with the purchase of manufactured equipment, submit a bound Electronic PDF file copy of specification sheets consisting of:
   a. Hard Cover.
   b. Title Sheet.
   c. Index all items with columns for: Item number, quantity, description and status (fabricated, manufactured, by Owner/Operator, by General Contractor, et.).
   d. A typewritten lead sheet for each manufactured equipment item showing: Item number, quantity, description; manufacturer's name, address and telephone; model number; optional finishes, equipment, accessories and modifications; utilities required and special notes.
   e. Manufacturer's specification sheets and/or drawings.
2. Submittals not in the above format will be returned for re-submittal.

C. Drawing Submittals

1. For all drawing submittals provide a bound Electronic PDF file copy.
2. Plan drawings shall be at a scale of ¼" – 1'-0" (1:50).

D. Rough-In Drawings

1. Drawings shall be dimensioned, showing ventilation requirements, floor and wall sleeves, plumbing, gas, steam, and electrical connections, including those items supplied by the Owner. Provide concrete pad dimensions, depressions and special conditions as required for equipment.
2. The following shall each be drawn on separate sheets and/or plans: Itemized Equipment Plan/Schedule; Plumbing; Electrical; Building Works and Ventilation; Refrigeration and Beverage Systems.
3. Utilities shall be stubbed out of walls wherever possible.
4. Verify mechanical, electrical, and ventilation rough-in and sleeve/conduit locations before floor slabs are poured.
5. In the event rough-in has been accomplished before the award of the contract, check existing facility and furnish all equipment to suit building conditions and utilities. No extra charges shall be allowed for utility changes to fit equipment during installation and connection.

E. Wall Backing Drawings

1. Prepare and submit wall backing drawings. The drawings shall show the location and size of all wall backing required. The drawings shall be submitted for checking and to the General Contractor in time for the wall backing to be installed prior to closing of the walls.

F. Shop Drawings

1. Prepare and submit shop drawings for all special fabricated items of work included in this contract. The detail drawings shall be submitted at minimum of ¾" (1:20) scale for elevations and 1-1/2" (1:10) scale for sections. Drawings shall show all dimensions, all details of construction, installation and relation to adjoining and related work. Drawings shall show all reinforcements, anchorage and other related work required for the complete installation of all fixtures.

G. Record Drawings

1. At the conclusion of the project and prior to final payment, provide updated record Drawings incorporating all changes that occurred during construction in the form of CAD disks and one (1) hard copy set.

a. Submittal drawings shall include as applicable; mep rough-ins, custom fabrication, engineered systems including exhaust hood, refrigeration, etc.

H. Checking

1. Checking product data, rough-in drawings, wall backing drawings, shop drawings, and refrigeration drawings by Designer is for design concept only, and does not relieve the Kitchen Equipment Contractor of responsibility for compliance with Contract Documents, verification of utilities with equipment requirements for conformity and location, verification of all dimensions of equipment and building conditions or reasonable adjustments due to deviations.

2. Drawings shall be prepared on the Kitchen Equipment Contractor's sheets and by his employees. Drawings and any part thereof created by photograph, paste-up, or other methods using Designer's drawings and/or details will be returned for re-submittal.

3. Submittals and checking shall be accomplished before ordering equipment or starting fabrication.

I. Requests for Information (RFI's)

1. All RFI's to be submitted per General Conditions or otherwise by e-mail to info@clevengerassoc.com or if known, by e-mail directly to the project manager.

J. Mailing and Distribution

1. All drawings shall be delivered via E-mail, FTP site or General Contractor share site.

2. After checking, supply the specified number of distribution prints and as many as ten (10) corrected product data books as directed by the Architect, General Contractor or Owner.

1.11 PARTS AND SERVICE MANUALS – N/A

1.12 VERIFICATION AND COORDINATION OF PROJECT/DATA

A. Delivery and Entry

1. Verify all conditions at the building, particularly door openings and passageways for large equipment. Coordinate with the General Contractor access to insure delivery of equipment to the required areas. Coordination shall include, but not limited to, early delivery, hoisting, window removal and/or delay of wall construction. All special equipment, handling charges, window removal, etc. shall be paid for by the Kitchen Equipment Contractor.

B. Connection Terminals

1. All equipment will be complete with standard connections as they relate to their Country of Origin. It shall be the responsibility of the Kitchen Equipment Contractor to provide any and all required adaptors to assure the proper connection to the conditions at the job site.

C. Site Verification

1. Notify Designer, Owner and the General Contractor in writing if, in the Kitchen Equipment Contractor's opinion, the jobsite is not adequate to insure proper installation of the equipment. Notification shall be in writing with sufficient time to effect corrective measures to meet the installation schedule.

PART 2 - PRODUCTS

2.1 COMMERCIALLY MANUFACTURED EQUIPMENT

A. All items of standard equipment shall be the latest model at time of delivery.

B. Follow manufacturer's directions used to fulfill this contract which cover points not necessarily shown on the drawings or specifications.

2.2 PLUMBING WORK

A. Provide suitable pipe slots, chases and/or do all drilling, punching and cutting of equipment required to provide access for Division 22 connections and/or runs. Such work performed at the job site shall be of the same quality as similar work in the shop.

B. To insure proper clearance for cleaning, all horizontal piping lines shall be run at the highest possible elevation through equipment and not less than 6" (150 mm) above floor, wherever possible.

C. Indirect waste piping shall be installed in accordance with the local codes. Piping shall run as described hereinafter, and shall discharge into floor sinks. Extend piping to a point of at least 2" (50 mm) above rim of floor sink and cut bottom on 45° angle. All indirect waste piping shall be installed and routed in a manner to insure proper drainage and shall conform with shelves, spaces, equipment or building conditions. Indirect waste piping to be secured to fixture.

1. Indirect waste piping form ice bins, ice pans or similar items shall be insulated to prevent condensation.

D. Water inlets shall be located above the positive water level to prevent siphoning of liquids into the water system. Wherever conditions shall require a submerged inlet. Provide a suitable type of check valve and vacuum breaker.

E. Where exposed, piping and fittings shall be chrome plated.

F. All faucets intended to dispense water for human consumption shall be manufactured from pure stainless steel that contains zero lead, no brass allowed in the waterways of the product. Finish shall be polished stainless steel

Type Faucet: 8" c/c wall mount base with ½" NPT male threaded inlets, lever handles & 12" swing nozzle with B-PT stream regulator outlet, ceramic cartridges with check valves & 24" stainless steel flexible supply hoses.

T&S Model # B-0231-CR-KIT

Type Faucet: 8" c/c wall mount with ¾" NPT female inlet elbows & big-flo 14" swing nozzle.

T&S Model # B-0290-14

Type Faucet: Single hole deck mount mixing, 6" swing nozzle with B-PT stream regulator, lever handles, eterna cartridges with spring checks & 18" flexible stainless steel supply hoses.

T&S Model # B-0202

Type Faucet: Pot & Kettle sink mixing with 14” swing nozzle, 4-arm kitchen handles % ¾” NPT inlets.

T&S Model # B-0293-14

Type Faucet: Single hole deck mount, 5 3/4” swivel/rigid gooseneck with B-PT stream regulator outlet, eternal cartridges with spring checks & 18” flexible stainless steel supply hoses.

T&S Model # B-0300

Type Faucet: Single pantry, ceramic cartridges with check valve, 6” swing nozzle with B-PT stream regulator outlet, lever handle, ½” NPSM male inlet & tailpiece.

T&S Model # B-0207-CR

Type Pre-Rinse Unit: Easy install, 8” c/c wall mount base, elbows with ½” NPT male inlets, 18” riser, B-0970-FEZ vacuum breaker, 44” flexible hose, 0.65 GPM low flow spray valve, ceramic cartridges with check valves & 6” wall bracket.

T&S Model # B-2278-CR-C-EL

Type Pot filler: Wall mount, single control, double joint swivel nozzle, on-off volume control outlet with insulated grip, 4-arm handle & ½” NPT female inlet.

T&S Model # B-0592

Type Dipperwell Faucet: With spout, stainless steel bowl & removable inner overflow cup.

T&S Model # B-2282-01

Type Water Station: With pedestal type glass filler, adjustable flow outlet, 18 gauge stainless steel drip pan with drop-in grid & 1-1/4” drain.

T&S Model # B-1230-12

Type Pre-Rinse Unit: Easy install, 8” c/c wall mount base, add-on faucet with ceramic cartridge and lever handle, 12” swing spout with B-PT stream regulator outlet, 18” riser, B-0970-FEZ vacuum breaker, 44” flex hose, 0.65 GPM low flow spray valve, ceramic cartridges with check valves & 6” wall bracket.

T&S Model # B-2278-A12CRCEL

Type Pre-Rinse Unit: Easy install, single deck mount base, B-0970-FEZ vacuum breaker, ceramic cartridges with check valves, 18” flexible supply hoses, 24” riser, 44” flex hose, spray valve with 2.2 GPM non-splash aerator, lever handles & 6” wall bracket.

T&S Model # B0113-CR-BVB-A

Type Big-Flo Pre-Rinse Unit 8” Wall Mount, Add-On Faucet 14” Swing Nozzle, 36” Hose, 12” Bracket

T&S Model # B-0279

G. DRAINS AND WASTES

1. Furnish all necessary drains and wastes with the equipment and as follows:

Type 1: Drain: Rotary waste valve with twist handle, 3-1/2” sink opening, 2” NPT male outlet & 1-1/2” NPT male adapter.

T&S Model # B-3950

Type 2: Drain: Rotary waste valve with twist handle, 3-1/2” sink opening, 2” NPT male outlet & 1-1/2” NPT male adapter & removable strainer basket.

T&S Model # B-3950-SB

Type 3: Drain: Rotary waste valve with twist handle, 3-1/2” sink opening, 2” NPT male outlet & 1-1/2” NPT male adapter & overflow tube with head assembly.

T&S Model # B-3950-01

Type 4: Drain: Rotary waste valve with twist handle, 3-1/2” sink opening, 2” NPT male outlet & 1-1/2” NPT male adapter & overflow tube with head assembly & removable strainer basket.

T&S Model # B-3950-01-SB

2.3 FILTER EXHAUST HOODS, AND/OR WATER WASH VENTILATORS, AND UTILITY DISTRIBUTION SYSTEMS – N/A

2.4 ELECTRICAL WORK – N/A

2.5 FABRICATED EQUIPMENT

A. Special Fabricated Equipment

1. All specially fabricated equipment must be by one manufacturer acceptable to Designer and the Owner.

B. Workmanship

1. All work must be done in an approved workmanlike manner to the complete satisfaction of Designer and Owner.

C. Stainless Steel

1. All stainless steel shall be the U.S. Standard gauge, 18-8, Type 304, finish as noted in Paragraph 2.5N. The exception for using Type 430 stainless steel shall be as noted in the itemized specifications.

D. Galvanized Steel

1. All galvanized steel shall be electro-galvanized.

E. Welding and Soldering

1. All seams and joints shall be shop welded or soldered as the nature of the material may require. Welds to be ground smooth and polished to match original finish.

2. Framework of galvanized steel shall be welded construction. Where galvanizing has been burned off, the weld shall be touched up with high-grade aluminum paint.

F. Sound Deadening

1. The underside of all metal to tables, counters, drainboards, sinks and dishtables shall have a hard drying NSF approved mastic, such as manufactured by component hardware, 1/16” (2 mm) minimum thickness. Exposed mastic will not be acceptable.

G. Metal Top Construction

1. All seams and joints shall be one-piece welded construction, reinforced on the underside with galvanized steel reinforcing welded in place so tops can support heavy weight without deflection. Cross braces to be not more than 30” (760 mm) on center.

2. Field joints in stainless steel tops; where required due to limitation of sheet sizes, equipment sizes or installation requirements shall be welded, ground smooth and polished to blend with adjacent surfaces.

3. If inverted hat sections are used in lieu of channels, close ends. All exposed sides, ends, etc. shall be stainless steel #4 finish.

H. Fasteners

1. Exposed bolt heads will not be permitted on fixtures.

2. Butt joints made by riveting straps under seams and then filled with solder will not be accepted.

3. Rivets of any kind, including pop-rivets, will not be accepted.

4. Exposed screw heads, when necessary, shall be one of the same materials as the pieces joined and counter sunk flush.

I. Rolled Edges

1. Rolls shall be as detailed with corners bullnosed, welded, ground and polished.

J. Corners

1. Dishtables, drainboards, splashbacks and turned up edges shall have 1/2” (15 mm) or larger radium bends in all horizontal and vertical corners, coved at intersections unless specified otherwise.

K. Legs and Cross Rails

1. Equipment legs and cross rails shall be 1-5/8” (40 mm) 16-gauge stainless steel tubing unless otherwise noted. All welds at cross rails shall be continuous and ground smooth. Tack welds are not acceptable. Tops of legs to be fitted with Component Hardware A20-0406 or A20-0206 leg sockets or approved equal. Gussets are to be welded to underside of sinks and bracing.

2. Bottom of legs to be fitted with Component Hardware A10-0852 adjustable stainless steel foot or approved equal. Foot plug to be welded, ground and polished. When flanged feet are specified, use Component Hardware O10-0854 adjustable stainless steel foot or approved equal.

3. Enclosed cabinet bases mounted on 6” (150 mm) high legs are to be equipped with Component Hardware 8048 Series adjustable stainless steel counter legs or approved equal, with mounting plate as required.

L. Metal Gauge

1. Unless otherwise noted in Itemized Specifications or Details, all gauges to be manufactured to the following minimum thickness:

Stainless Steel USS Gauge	Decimal Thickness	Millimeter Thickness
12	0.1094	2.78
14	0.0781	1.98
16	0.0625	1.59
18	0.0500	1.27
20	0.0375	0.95

M. Materials

1. All fabricated items to be provided in gauge, metal type and finished per the following table:

Description	Gauge	Metal	Finish No.
Dishtable, Table and Countertops	14	S.S.	4
Hat Sections/Channel:			
Unexposed	14	Galvanized	---
Exposed	14	S.S.	4
Counter Body:			
Framework	14	Galvanized	---
Aprons, Partitions, Backs and Ends:			
(Exposed)	18	S.S.	4
(Unexposed)	18	Galvanized	---
Shelves	16	S.S.	4
Refrigerators			
Interiors	20	S.S.	2B
Doors			
Outside faces	18	S.S.	4
Inside faces	20	S.S.	2B
Drawer Pans			
General	20	S.S.	2B
Refrigerated	20	S.S.	2B

Description	Gauge	Metal	Finish No.
Shelf			
Wall Mounted	16	S.S.	4
Fixture Mounted	16	S.S.	4
Table	16	S.S.	4
Refrigerator		S.S. Wire	4
Shelf Bracket (Exposed)	14	S.S.	4
Ducts			
Exposed	16	S.S.	4-Weld
Dishmachine	20	S.S.	4-Weld
Wall Flashing	20	S.S.	4
Equipment Legs & Cross Rails	16	1-5/8" diameter S.S. tubing	4

N. Closure

1. Backs of all fixtures, splashback, shelves, etc., shall be closed.

O. Sinks

1. Fabricated sinks shall have corners same as for metal tops. One piece welded construction with bottom pitched to drains and double wall partitions. Multiple compartments shall have continuous exteriors. Openings between compartments or applied panel will not be accepted.
2. Sink insets shall be 16-gauge stainless steel welded as integral part of top.

P. Drawers

1. All drawer pans shall be 18-gauge stainless steel having all corners coved except where specifically noted otherwise. Pan to be mounted on fabricated 14-gauge stainless steel angel cradle frame. Frame to be supported on Component Hardware S52 or approved equal full extension slides with 200 lbs. (91 kg) capacity per pair. Pan to be easily removable without the use of tools. Drawer fronts shall be double pan type with sound deadening material. Drawer shall be self-closing.

2.6 MILLWORK EQUIPMENT- N/A

2.7 STANDARD DETAILS

A. Standard Details included as part of drawings are to be considered guides to quality and scope of work involved. Where shop practices dictate, alternate construction methods and component items of equal manufacturer may be substituted. It will be the responsibility of the Kitchen Equipment Contractor to prove the quality of the proposed methods.

2.8 COLD STORAGE ROOMS – N/A

2.9 REMOTE REFRIGERATION SYSTEMS – N/A

PART 3 - EXECUTION

3.1 DELIVERY AND INSTALLATION

A. Delivery

1. The equipment shall be delivered and installed on schedule. Coordinate all work with the General Contractor and other divisions as required.

2. Extra charges resulting from special handling or shipment shall be paid by the Kitchen Equipment Contractor if insufficient time was allowed in placing factory orders to ensure normal shipment.

B. The work shall be accomplished so as not to delay the project construction schedule, interfere or conflict with the work being performed by other contractors. Work shall be coordinated and integrated to prevent conflict of work necessitating changes to work already completed. Should conflicts occur, notify the Owner for his coordination in its resolution.

C. Verify all field dimensions before fabrication.

D. Include all alterations to walls, floors and ceiling necessary for work, except otherwise shown or specified, accomplished in a manner satisfactory to the Architect and the Designer. Holes through structural beams shall be prohibited unless written approval has been granted by the Architect.

E. Cut holes in equipment for pipes, drains, electric outlets, etc. as required for this installation. Work shall conform to highest standards or workmanship and shall include welded sleeves, collars, ferrules or escutcheons.

F. Repair all damage to the premises as a result of this installation.

G. Remove daily all debris from the site related to this installation.

H. Space between all equipment to wall, ceiling, floors, masonry pads, and adjoining units not portable and with enclosed bodies shall be completely sealed against entrance of food particles or vermin by means of trim strips, welding, soldering or mastic. Mastic shall be General Electric Silicone Construction Sealant Series SE1200 in appropriate color.

I. All items shall be installed plumb, square, level and in proper elevation, plane location and in alignment with other work.

3.2 START-UP & DEMONSTRATION – N/A

3.3 MAINTENANCE SCHEDULE – N/A

PART 4 - EQUIPMENT

4.1 REGULAR MANUFACTURED EQUIPMENT

A. Provide equipment with standard finishes and accessories unless specifically deleted or superseded by the Contract Documents.

4.2 FABRICATED EQUIPMENT

A. Provide arrangement and configuration as shown on plans, elevations and standard detail drawings.

4.3 FOODSERVICE EQUIPMENT SCHEDULE

Item No.	Qty	Description

1	1	WORKTABLE WITH ADA SINK

4.4 FOODSERVICE ITEMIZED EQUIPMENT

ITEM 1: WORKTABLE WITH ADA SINK

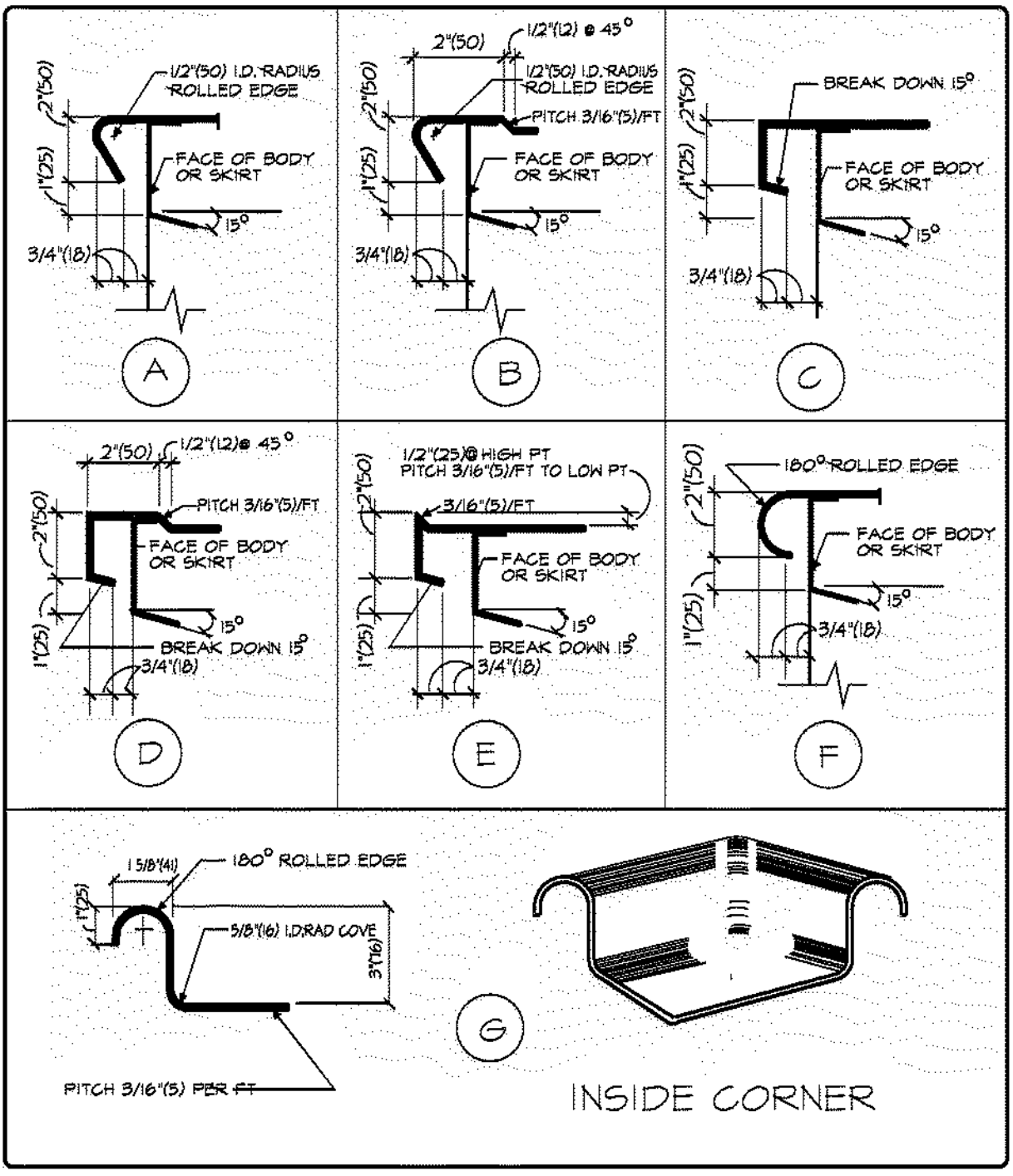
QUANTITY: ONE (1)

MANUFACTURER: CUSTOM FABRICATED

1. Fabricate in accordance with the General and Specific Conditions of these Specifications, as shown on the drawings and as follows:
   a. Worktable with sinks shall be shaped and sized as detailed on the drawings approximately 16’-0” x 2’-6” x 2’-10” high to include: one (1) 2’-0” x 1’-6”x 0’-5” deep sink with one (1) Type 3 Faucet and one (1) Type 1 Drain.
   b. Provide under shelf full length with 3’-6” stretcher bar section at left end.
   c. See Elevation “A” Sheet FS-1 for additional information.
   d. See Standard Details C-1-1(C) and C-7-1.

4.5 FOODSERVICE STANDARD DETAILS

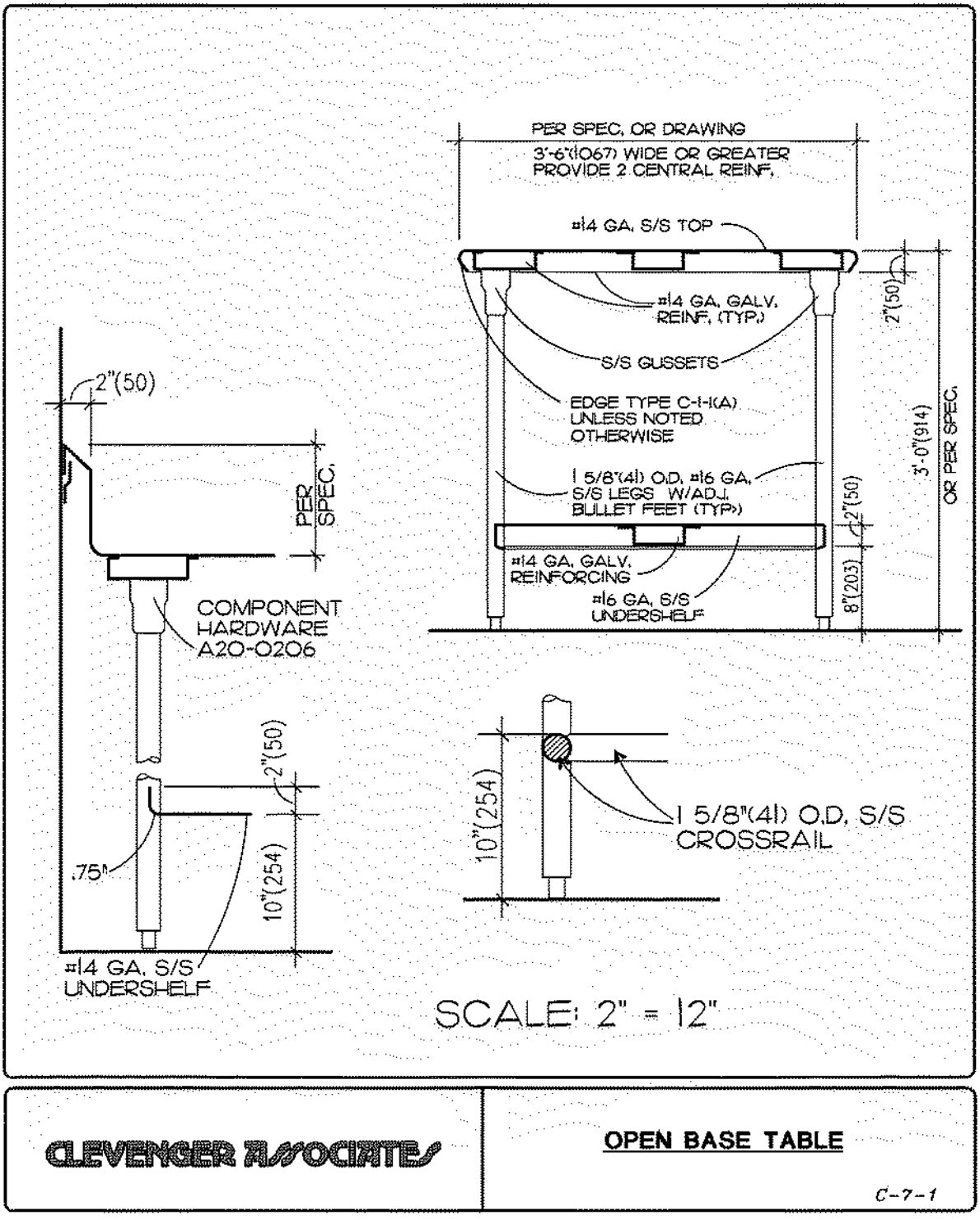
Number		Description
C-1-1		EDGE DETAILS
C-7-1		OPEN BASE TABLE



CLEVENGER ASSOCIATES

EDGE DETAILS

C-1-1



END OF SECTION 11 40 00

SECTION 210010 – GENERAL FIRE SUPPRESSION PROVISIONS

PART 1 - GENERAL

1.1 GENERAL-FIRE SUPPRESSION PROVISIONS ARE SPECIFIED IN SECTION 230010 "GENERAL HVAC PROVISIONS." PROJECT REQUIREMENTS AS DEFINED IN SECTION 230010 SHALL BE APPLICABLE TO GENERAL FIRE SUPPRESSION PROVISIONS, AND AS SUCH, SHALL BE EQUALLY ENFORCED.

PART 2 - PRODUCTS

1.2 NOT USED.

PART 3 - EXECUTION

1.3 NOT USED.

END OF SECTION 210010

SECTION 210518 – ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Escutcheons.
2. Floor plates.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 ESCUTCHEONS

A. One-Piece, Cast-Brass Type: With polished, chrome-plated and rough-brass finish and setscrew fastener.

B. One-Piece, Deep-Pattern Type: Deep-drawn, box-shaped brass with chrome-plated finish and spring-clip fasteners.

C. One-Piece, Stamped-Steel Type: With chrome-plated finish and spring-clip fasteners.

D. Split-Casting Brass Type: With polished, chrome-plated and rough-brass finish and with concealed hinge and setscrew.

E. Split-Plate, Stamped-Steel Type: With chrome-plated finish, concealed and exposed-rivet hinge, and spring-clip fasteners.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.

B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. Escutcheons for New Piping:

a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
b. Chrome-Plated Piping: One-piece, cast-brass or split-casting brass type with polished, chrome-plated finish.
c. Insulated Piping: One-piece, stamped-steel type or split-plate, stamped-steel type with concealed hinge.
d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass or split-casting brass type with polished, chrome-plated finish.
e. Bare Piping at Ceiling Penetrations in Finished Spaces: One-piece, cast-brass or split-casting brass type with polished, chrome-plated finish.
f. Bare Piping in Unfinished Service Spaces: One-piece, stamped-steel type split-plate, stamped-steel type with exposed-rivet hinge.
g. Bare Piping in Equipment Rooms: One-piece, stamped-steel type or split-plate, stamped-steel type with exposed-rivet hinge.

END OF SECTION 210518

SECTION 211300 - SPRINKLER SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Pipes, fittings, and specialties.
2. Fire-protection valves.
3. Sprinklers.
4. Alarm devices.
5. Control panels.
6. Pressure gages.

B. Related Sections:

1. Section 211200 "Fire-Suppression Standpipes" for standpipe piping.

1.3 DEFINITIONS

A. Standard-Pressure Sprinkler Piping: Wet-pipe sprinkler system piping designed to operate at working pressure of 175 psig maximum.

1.4 SYSTEM DESCRIPTIONS

A. Wet-Pipe Sprinkler System: Automatic sprinklers are attached to piping containing water and that is connected to water supply through alarm valve. Water discharges immediately from sprinklers when they are opened. Sprinklers open when heat melts fusible link or destroys frangible device. Hose connections are included if indicated.

B. Dry-Pipe Sprinkler System: Automatic sprinklers are attached to piping containing compressed air. Opening of sprinklers releases compressed air and permits water pressure to open dry-pipe valve. Water then flows into piping and discharges from sprinklers that are open.

1.5 PERFORMANCE REQUIREMENTS

A. Standard-Pressure Piping System Component: Listed for 175-psig minimum working pressure.

B. Delegated Design: Design sprinkler system(s), including comprehensive engineering analysis by a qualified professional engineer, using performance requirements, authority having jurisdiction, and design criteria indicated. Confirm performance values with site flow test prior to design and installation of fire sprinkler system.

C. Sprinkler system design shall be approved by authorities having jurisdiction. Contractor shall verify with authority having jurisdiction the following:

1. Margin of Safety for Available Water Flow and Pressure.
2. Sprinkler Occupancy Hazard Classifications.
3. Minimum Density for Automatic-Sprinkler Piping Design.
4. Maximum Protection Area per Sprinkler.

D. Seismic Performance: Sprinkler piping shall withstand the effects of earthquake motions determined according to NFPA 13, ASCE/SEI 7, and authority having jurisdiction.

1.6 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For sprinkler systems. Include plans, elevations, sections, details, and attachments to other work.

C. Delegated-Design Submittal: Retain a qualified professional engineer to design sprinkler system(s), including comprehensive engineering analysis, using performance requirements, authority having jurisdiction and design criteria indicated. For bidding purposes, assume design of sprinkler system, using the requirements, authority having jurisdiction and design criteria. Confirm performance values with site flow test prior to design and installation of fire sprinkler system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation. Obtain shop drawing approval from Architect/Engineer prior to submittal to authority having jurisdiction.

D. Coordination Drawings: Sprinkler systems, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Floors, ceilings, walls and roofs.
2. Structural systems.
3. Plumbing systems.
4. HVAC systems.
5. Electrical systems.
6. Low voltage systems.

E. Qualification Data: For qualified Installer and professional engineer.

F. Approved Sprinkler Piping Drawings: Working plans, prepared according to NFPA 13, that have been approved by authorities having jurisdiction, including hydraulic calculations if applicable. Obtain shop drawing approval from Architect/Engineer prior to submittal to authority having jurisdiction.

1. Sprinklers shall be referred to on drawings and product submittals, and be specifically identified by the manufacturer's listed model or series designation. Trade names and other abbreviated listings are not allowed.

G. Welding certificates.

H. Field Test Reports and Certificates: Indicate and interpret test results for compliance with performance requirements and as described in NFPA 13. Include "Contractor's Material and Test Certificate for Aboveground Piping."

I. Field quality-control reports.

1.7 QUALITY ASSURANCE

A. Installer Qualifications:

1. Installer's responsibilities include designing, fabricating, and installing sprinkler systems and providing professional engineering services needed to assume engineering responsibility. Base calculations on results of fire-hydrant flow test.

a. Engineering Responsibility: Preparation of working plans, calculations, and field test reports by a qualified professional engineer.
b. Certifications:

1) NICET Level III certification in Automatic Sprinkler Design Layout.
2) Level U certification for underground installations.

B. Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

C. All grooved couplings, and fittings, valves and specialties shall be the products of a single manufacturer. Grooving tools shall be of the same manufacturer as the grooved components.

1. All castings used for coupling housings, fittings, valve bodies, etc., shall be date stamped for quality assurance and traceability.

D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

E. NFPA Standards: Sprinkler system equipment, specialties, accessories, installation, and testing shall comply with the following:

1. NFPA 13, "Installation of Sprinkler Systems."
2. NFPA 24, "Installation of Private Fire Service Mains and Their Appurtenances."

1.8 PROJECT CONDITIONS

A. Interruption of Existing Sprinkler Service: Do not interrupt sprinkler service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary sprinkler service according to requirements indicated:

1. Notify Architect no fewer than two days in advance of proposed interruption of sprinkler service.
2. Do not proceed with interruption of sprinkler service without Architect's written permission.

1.9 COORDINATION

A. Coordinate layout and installation of sprinklers with other construction including but not limited to the following:

1. Floors, ceilings, walls and roofs.
2. Structural systems.
3. Plumbing systems.
4. HVAC systems.
5. Electrical systems.
6. Low voltage systems.

B. Obtain approval of exposed pipe touting and all sprinkler locations with Architect prior to installation

PART 2 PRODUCTS

2.1 MANUFACTURERS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY ONE OF THE FOLLOWING:

A. Globe Fire Sprinkler Corporation.

B. Reliable Automatic Sprinkler Co., Inc.

C. Tyco Fire & Building Products LP.

D. Victaulic Company.

E. Viking Corporation.

2.2 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.

2.3 STEEL PIPE AND FITTINGS

A. Schedule 40, Black-Steel Pipe: ASTM A 53/A 53M, Type E, Grade B. Pipe ends may be factory or field formed to match joining method.

B. Schedule 40 Weight, Galvanized-Steel Pipe: ASTM A 53/A 53M, Type E, Grade B. Pipe ends may be factory or field formed to match joining method.

C. Black-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, schedule 40, seamless steel pipe with threaded ends.

D. Galvanized-Steel Pipe Nipples: ASTM A 733, made of ASTM A 53/A 53M, schedule 40, seamless steel pipe with threaded ends.

E. Uncoated, Steel Couplings: ASTM A 865, threaded.

F. Galvanized, Steel Couplings: ASTM A 865, threaded.

G. Malleable- or Ductile-Iron Unions: UL 860.

H. Cast-Iron Flanges: ASME 16.1, Class 125.

I. Steel Flanges and Flanged Fittings: ASME B16.5, Class 150.

J. Steel Welding Fittings: ASTM A 234/A 234M and ASME B16.9.

K. Grooved-Joint, Steel-Pipe Appurtenances:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Victaulic Company.
    b. Anvil.
    c. Tyco Fire.
    d. Approved.

2. Pressure Rating: 250 psig minimum.
3. Galvanized, Grooved-End Fittings for Steel Piping: ASTM A 47/A 47M, malleable-iron casting or ASTM A 536, ductile-iron casting; with dimensions matching steel pipe. Short-pattern, with flow equal to standard pattern fittings. Basis of Design: Victaulic FireLock.
4. Grooved-End-Pipe Couplings for Steel Piping: AWWA C606 and UL 213, rigid pattern, unless otherwise indicated, for steel-pipe dimensions. Include ferrous housing sections, EPDM-rubber gasket, and ASTM A449 bolts and nuts.

    a. Rigid Type: Coupling housings with offsetting, angle-pattern bolt pads shall be used to provide system rigidity and support and hanging in accordance with NFPA-13. Couplings shall be fully installed at visual pad-to-pad offset contact. Couplings that require exact gapping of bolt pads at specific torque ratings are not permitted. Basis of Design: Victaulic Style 009H or 107N (Quick-Vic™), Installation ready rigid coupling for direct stab installation without field disassembly.

b. Flexible Type: Use in locations where vibration attenuation and stress relief are required. Victaulic Style 177 (Quick-Vic™), Installation ready and Style 77 flexible coupling.

5. Installation-Ready™ fittings for Schedule 40 grooved end steel piping in fire protection applications sizes NPS 1-¼ thru 2½. Fittings shall consist of a ductile iron housing conforming to ASTM A-536, Grade 65-45-12, with Installation-Ready™ ends. Fittings complete with prelubricated Grade "E" EPDM Type 'A' gasket; and ASTM A449 electroplated steel bolts and nuts. System shall be UL listed for a working pressure of 300 psi (2065 kPa) and FM approved for working pressure 365 psi (2517kPa).

2.4 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch.

1. Class 125, Cast-Iron Flanges and Class 150, Bronze Flat-Face Flanges: Full-face gaskets.
2. Class 250, Cast-Iron Flanges and Class 300, Steel Raised-Face Flanges: Ring-type gaskets.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. Welding Filler Metals: Comply with AWS D10.12M/D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

D. Grooved Joint Lubricants:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Victaulic, Model Vic-Lube.
b. Approved.

2. Lubricate gaskets in accordance with the manufacturer's published installation instructions, using lubricant compatible with the gasket elastomer and fluid media.

2.5 LISTED FIRE-PROTECTION VALVES

A. General Requirements:

1. Valves shall be UL listed or FM approved.
2. Minimum Pressure Rating for Standard-Pressure Piping: 175 psig.

B. Iron Butterfly Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Victaulic, Model Series 705.
b. Approved.

2. Standard: UL 1091.
3. Pressure Rating: 300 psig.
4. Body Material: Cast or ductile iron.
5. Style: Lug or wafer.
6. End Connections: Grooved.
7. Seat: Pressure-responsive elastomer.
8. Stem: Stainless steel.

    a. Stem shall be offset from the disc centerline to provide complete 360-degree circumferential seating.

9. Valve Operation: Weather actuator housing with integral electrical, 125-V ac, prewired, two-circuit, supervisory switches / indicating device.

C. Check Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Victaulic, Model Series 717.
3. Approved.
4. Standard: UL 312.
5. Pressure Rating: 250 psig minimum.
6. Type: Spring-assisted wing check.
7. Body Material: Cast ductile iron.
8. Installation: Vertical or horizontal.
9. End Connections: Flanged or grooved.

D. Bronze OS&Y Gate Valves:

1. Standard: UL 262.
2. Pressure Rating: 175 psig.
3. Body Material: Bronze.
4. End Connections: Threaded.
5. Valve Operation: Integral electrical, 115-V ac, prewired, two-circuit, supervisory switch indicating device.

E. Iron OS&Y Gate Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Victaulic, Model Series 771H.
    b. Approved.

2. Standard: UL 262.
3. Pressure Rating: 250 psig minimum.
4. Body Material: Cast or ductile iron.
5. End Connections: Flanged or grooved.
6. Valve Operation: Integral electrical, 115-V ac, prewired, two-circuit, supervisory switch indicating device.

F. NRS Gate Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Victaulic, Model Series 772.
   b. Approved.

2. Standard: UL 262.
3. Pressure Rating: 250 psig minimum.
4. Body Material: Cast ductile iron with indicator post flange.
5. Stem: Nonrising.
6. End Connections: Flanged or grooved.

2.6 TRIM AND DRAIN VALVES

A. General Requirements:

1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
2. Pressure Rating: 175 psig minimum.
3. Valves: Angle, Ball, Globe and Plug.

2.7 SPECIALTY VALVES

A. General Requirements:

1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
2. Pressure Rating:

   a. Standard-Pressure Piping Specialty Valves: 175 psig minimum.

3. Body Material: Cast or ductile iron.
4. Size: Same as connected piping.
5. End Connections: Flanged or grooved.

B. Automatic (Ball Drip) Drain Valves:

1. Standard: UL 1726.
2. Pressure Rating: 175 psig minimum.
3. Type: Automatic draining, ball check.
4. Size: NPS 3/4.
5. End Connections: Threaded.

C. Dry-Pipe Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Victaulic, Model Series 768N.
b. Approved.

2. Standard: UL 260
3. Design: Low differential-pressure type.
4. Include UL 1486, quick-opening devices, trim sets for air supply, drain, priming level, alarm connections, ball drip valves, pressure gages, priming chamber attachment, and fill-line attachment.
5. Required air pressure shall be 13-psi (90-kPa).
6. Valve shall be externally resettable.
7. Provide valve complete with internal components that are replaceable without removing valve from installed position.
8. Air Compressor:

a. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
b. Motor Horsepower: Fractional.
c. Power: 120-V ac, 60 Hz, single phase.

2.8 SPRINKLER SPECIALTY PIPE FITTINGS

A. General Requirements for Dry-Pipe-System Fittings: UL listed for dry-pipe service.

B. Branch Outlet Fittings:

1. Standard: UL listed and FM approved.
2. Pressure Rating: 300 psig minimum.
3. Body Material: Steel.
4. Type: Mechanical-T and -cross fittings.
5. Configurations: Welded.
6. Size: Of dimension to fit onto sprinkler main and with outlet connections as required to match connected branch piping.
7. Branch Outlets: Grooved, or threaded.

C. Flow Detection and Test Assemblies:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Victaulic, Model Style 747 Riser Manifold Assembly.
b. Approved.

2. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
3. Pressure Rating: 175 psig minimum.
4. Body Material: Cast- or ductile-iron housing with orifice, sight glass, and integral test valve.
5. Size: Same as connected piping.
6. Inlet and Outlet: Threaded or grooved ends.

D. Branch Line Testers:

1. Standard: UL 199.
2. Pressure Rating: 175 psig.
3. Body Material: Brass.
4. Size: Same as connected piping.
5. Inlet: Threaded.
6. Drain Outlet: Threaded and capped.
7. Branch Outlet: Threaded, for sprinkler.

E. Sprinkler Inspector's Test Fittings:

1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
2. Pressure Rating: 175 psig minimum.
3. Body Material: Cast- or ductile-iron housing with sight glass.
4. Size: Same as connected piping.
5. Inlet and Outlet: Threaded.

F. Adjustable Drop Nipples:

1. Standard: UL 1474.
2. Pressure Rating: 250 psig minimum.
3. Body Material: Steel pipe with EPDM-rubber O-ring seals.
4. Size: Same as connected piping.
5. Length: Adjustable.
6. Inlet and Outlet: Threaded.

G. Flexible, Sprinkler Hose Fittings:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Victaulic, Model Vic-Flex.
    b. Approved.

2. Standard: UL 1474.
3. Type: Flexible hose for connection to sprinkler, and with bracket for connection to ceiling grid. The drop system shall consist of a braided type 304 stainless steel flexible tub, zinc plated steel male threaded nipple or Victaulic FireLock IGS Groove Style 108 coupling for connection to branch line piping.
4. The drop shall include a UL approved Series AH2 or AH2-CC braided hose with a bend radius to 2" to allow for proper installation in confined spaces. The hose shall be listed for (4) bends at 31 inch length, (5) bends at 36" length, (8) bends at 48" length, (10) bends at 60" length, and (12) bends at 72" length. Union joints shall be provided for ease of installation.
5. The flexible drop shall attach to the ceiling grid using a one-piece open gate Series AB1 or AB2 bracket. The bracket shall allow installation before the ceiling tile is in place.
6. Pressure Rating: 175 psig minimum.
7. Size: Same as connected piping, for sprinkler.

2.9 SPRINKLERS

A. General Requirements:

1. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide," published by FM Global, listing.
2. Pressure Rating for Automatic Sprinklers: 175 psig minimum.

B. Sprinkler body shall be die-cast, with a hex-shaped wrench boss integrally cast into the sprinkler body to reduce the risk of damage during installation. Wrenches shall be provided by the sprinkler manufacturer that directly engage the wrench boss.

C. Automatic Sprinklers with Heat-Responsive Element:

1. Early-Suppression, Fast-Response Applications: UL 1767.
2. Nonresidential Applications: UL 199.
3. Characteristics: Nominal 1/2-inch orifice with Discharge Coefficient K of 5.6, and for "Ordinary" temperature classification rating unless otherwise indicated or required by application.

    a. Provide “High” temperature classification rating for sprinklers above kilns.

4. Quick Response for Nonresidential Light Hazard occupancies.
5. Victaulic VicFlex™ Dry Sprinkler: In lieu of rigid connections to dry sprinkler heads, a VicFlex™ dry sprinkler, Model VS1, may be used. The sprinkler shall provide a vertical or horizontal flexible connection with a bend radius to 2”, and allow for up to 4 bends. The sprinkler body shall be die cast brass with brass deflector, VC-250 protective coated, and glass bulb with glycerin solution. The product shall consist of a braided type 300 stainless steel flexible hose with a swivel type branch line threaded connection, EPDM gasket seal, with PTFE-coated Beryllium Nickel and stainless-steel spring-seal assembly. The flexible dry sprinkler and bracket system is UL listed for sprinkler services to 175 psi (1206 kPa).

D. Sprinkler Finishes:

1. Chrome plated.
2. Bronze.

E. Sprinkler Escutcheons: Materials, types, and finishes for the following sprinkler mounting applications. Escutcheons for concealed, flush, and recessed-type sprinklers are specified with sprinklers.

1. Ceiling Mounting: Chrome-plated steel, one piece, flat.
2. Sidewall Mounting: Chrome-plated steel, one piece, flat.
3. Escutcheons shall be listed, supplied, and approved for use with the sprinkler by the sprinkler manufacturer.

F. Sprinkler Guards:

1. Standard: UL 199.
2. Type: Wire cage with fastening device for attaching to sprinkler.

3. Guards shall be listed, supplied, and approved for use with the sprinkler by the sprinkler manufacturer.

2.10 ALARM DEVICES

A. Alarm-device types shall match piping and equipment connections.

B. Water-Flow Indicators:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. System Sensor, Model WFD.
   b. Potter.
   c. Approved.

2. Standard: UL 346.
3. Water-Flow Detector: Electrically supervised.
4. Components: Two single-pole, double-throw circuit switches for isolated alarm and auxiliary contacts, 7 A, 125-V ac and 0.25 A, 24-V dc; complete with factory-set, field-adjustable retard element to prevent false signals and tamperproof cover that sends signal if removed.
5. Type: Paddle operated.
6. Pressure Rating: 250 psig.
7. Design Installation: Horizontal or vertical.

C. Pressure Switches:

1. Standard: UL 346.
2. Type: Electrically supervised water-flow switch with retard feature.
3. Components: Single-pole, double-throw switch with normally closed contacts.
4. Design Operation: Rising pressure signals water flow.

D. Valve Supervisory Switches:

1. Standard: UL 346.
2. Type: Electrically supervised.
3. Components: Single-pole, double-throw switch with normally closed contacts.
4. Design: Signals that controlled valve is in other than fully open position.

2.11 CONTROL PANELS

A. Description: Single-area, two-area, or single-area cross-zoned type control panel as indicated, including NEMA ICS 6, Type 1 enclosure, detector, alarm, and solenoid-valve circuitry for operation of deluge valves. Panels contain power supply; battery charger; standby batteries; field-wiring terminal strip; electrically supervised solenoid valves and polarized fire-alarm bell; lamp test facility; single-pole, double-throw auxiliary alarm contacts; and rectifier.

1. Panels: UL listed and FM Global approved when used with thermal detectors and Class A detector circuit wiring. Electrical characteristics are 120-V ac, 60 Hz, with 24-V dc rechargeable batteries.
2. Manual Control Stations: Electric operation, metal enclosure, labeled "MANUAL CONTROL STATION" with operating instructions and cover held closed by breakable strut to prevent accidental opening.

2.12 PRESSURE GAGES

A. Standard: UL 393.

B. Dial Size: 3-1/2- to 4-1/2-inch diameter.

C. Pressure Gage Range: 0 to 250 psig minimum.

D. Water System Piping Gage: Include "WATER" or "AIR/WATER" label on dial face.

E. Air System Piping Gage: Include retard feature and "AIR" or "AIR/WATER" label on dial face.

PART 3 EXECUTION

3.1 PREPARATION

A. Perform fire-hydrant flow test according to NFPA 13 and NFPA 291. Use results for system design calculations required in "Quality Assurance" Article. Coordinate conduction of flow test and requirements with purveying water utility.

B. Report test results promptly and in writing.

3.2 PIPING INSTALLATION

A. Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping. Install piping as indicated, as far as practical.

1. Deviations from approved working plans for piping require written approval from authorities having jurisdiction. File written approval with Architect before deviating from approved working plans.

B. Piping Standard: Comply with requirements for installation of sprinkler piping in NFPA 13.

C. Install seismic restraints on piping. Comply with requirements for seismic-restraint device materials and installation in NFPA 13.

D. Use listed fittings to make changes in direction, branch takeoffs from mains, and reductions in pipe sizes.

E. Install unions adjacent to each valve in pipes 2 inch and smaller.

F. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having 2-1/2 inch and larger end connections.

G. Install "Inspector's Test Connections" in sprinkler system piping, complete with shutoff valve, and sized and located according to NFPA 13.

H. Install sprinkler piping with drains for complete system drainage.

I. Install sprinkler control valves, test assemblies, and drain risers adjacent to standpipes when sprinkler piping is connected to standpipes.

J. Install automatic (ball drip) drain valve at each check valve for fire-department connection, to drain piping between fire-department connection and check valve. Install drain piping to and spill over floor drain or to outside building.

K. Connect compressed-air supply to dry-pipe sprinkler piping.

L. Install alarm devices in piping systems.

M. Install hangers and supports for sprinkler system piping according to NFPA 13. Comply with requirements for hanger materials in NFPA 13.

N. Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each standpipe. Include pressure gages with connection not less than 1/4 inch and with soft metal seated globe valve, arranged for draining pipe between gage and valve. Install gages to permit removal, and install where they will not be subject to freezing.

O. Pressurize and check preaction sprinkler system piping and air compressors.

P. Drain dry-pipe sprinkler piping.

Q. Fill sprinkler system piping with water.

R. Install sleeves for piping penetrations of walls, ceilings, and floors. Comply with requirements for sleeves specified in Section 210517 "Sleeves and Sleeve Seals for Fire Suppression Piping."

S. Install sleeve seals for piping penetrations of concrete walls and slabs. Comply with requirements for sleeve seals specified in Section 210517 "Sleeves and Sleeve Seals for Fire Suppression Piping."

T. Install escutcheons for piping penetrations of walls, ceilings, and floors. Comply with requirements for escutcheons specified in Section 210518 "Escutcheons for Fire Suppression Piping."

3.3 JOINT CONSTRUCTION

A. Install couplings, flanges, flanged fittings, unions, nipples, and transition and special fittings that have finish and pressure ratings same as or higher than system's pressure rating for aboveground applications unless otherwise indicated.

B. Install unions adjacent to each valve in pipes 2 inch and smaller.

C. Install flanges, flange adapters, or couplings for grooved-end piping on valves, apparatus, and equipment having 2-1/2 inch and larger end connections.

D. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

E. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

F. Flanged Joints: Select appropriate gasket material in size, type, and thickness suitable for water service. Join flanges with gasket and bolts according to ASME B31.9.

G. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged.

H. Welded Joints: Construct joints according to AWS D10.12M/D10.12, using qualified processes and welding operators according to "Quality Assurance" Article.

1. Shop weld pipe joints where welded piping is indicated. Do not use welded joints for galvanized-steel pipe.

I. Steel-Piping, Cut-Grooved Joints: Cut square-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe joints. Grooved joints shall be installed in accordance with the manufacturer’s latest published installation instructions. Grooved ends shall be clean and free from indentations, projections, and roll marks. Gaskets shall be molded and produced by the coupling manufacturer, and shall be verified as suitable for the intended service.

J. Steel-Piping, Roll-Grooved Joints: Roll rounded-edge groove in end of pipe according to AWWA C606. Assemble coupling with housing, gasket, lubricant, and bolts. Join steel pipe and grooved-end fittings according to AWWA C606 for steel-pipe grooved joints. Grooved joints shall be installed in accordance with the manufacturer’s latest published installation instructions. Grooved ends shall be clean and free from indentations, projections, and roll marks. Gaskets shall be molded and produced by the coupling manufacturer, and shall be verified as suitable for the intended service.

K. Dissimilar-Material Piping Joints: Make joints using adapters compatible with materials of both piping systems.

3.4 VALVE AND SPECIALTIES INSTALLATION

A. Install listed fire-protection valves, trim and drain valves, specialty valves and trim, controls, and specialties according to NFPA 13 and authorities having jurisdiction.

B. Install listed fire-protection shutoff valves supervised open, located to control sources of water supply except from fire-department connections. Install permanent identification signs indicating portion of system controlled by each valve.

C. Install check valve in each water-supply connection. Install backflow preventers instead of check valves in potable-water-supply sources.

D. Specialty Valves:

1. General Requirements: Install in vertical position for proper direction of flow, in main supply to system.
2. Alarm Valves: Include bypass check valve and retarding chamber drain-line connection.
3. Dry-Pipe Valves: Install trim sets for air supply, drain, priming level, alarm connections, ball drip valves, pressure gages, priming chamber attachment, and fill-line attachment.

a. Install air compressor and compressed-air supply piping.

3.5 SPRINKLER INSTALLATION

A. Install dry-type sprinklers with water supply from heated space. Do not install pendent or sidewall, wet-type sprinklers in areas subject to freezing.

B. Install sprinklers into flexible, sprinkler hose fittings and install hose into bracket on ceiling grid.

C. Sprinkler bulb protector shall be removed by hand. Do not use any tools or devices that could damage the bulb.

D. Do not install any sprinklers that have been dropped, damaged, or show a visible loss of fluid. Never install any sprinkler with a cracked bulb.

3.6 FIRE-DEPARTMENT CONNECTION INSTALLATION

A. Install automatic (ball drip) drain valve at each check valve for fire-department connection.

3.7 IDENTIFICATION

A. Install labeling and pipe markers on equipment and piping according to requirements in NFPA 13.

1. Pipe Label Color Schedule:

a. Sprinkler Piping:

1) Background Color: Red.
2) Letter Color: White.

B. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Division 26.

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Leak Test: After installation, charge systems and test for leaks. Repair leaks and retest until no leaks exist.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
3. Flush, test, and inspect sprinkler systems according to NFPA 13, "Systems Acceptance" Chapter.
4. Energize circuits to electrical equipment and devices.
5. Coordinate with fire-alarm tests. Operate as required.
6. Verify that equipment hose threads are same as local fire-department equipment.

C. Sprinkler piping system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.9 CLEANING

A. Clean dirt and debris from sprinklers.

B. Remove and replace sprinklers with paint other than factory finish.

3.10 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain specialty valves.

3.11 PIPING SCHEDULE

A. Piping between Fire-Department Connections and Check Valves: Galvanized, schedule 40 steel pipe with grooved ends; grooved-end fittings; grooved-end-pipe couplings; and grooved joints.

B. Sprinkler specialty fittings may be used, downstream of control valves, instead of specified fittings.

C. Standard-pressure, wet-pipe sprinkler system, 2 inch and smaller, shall be one of the following:

1. Schedule 40, black-steel pipe with threaded ends; uncoated, gray-iron threaded fittings; and threaded joints.
2. Schedule 40, black-steel pipe with cut- or roll-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.
3. Schedule 40, black-steel pipe with plain ends; steel welding fittings; and welded joints.

D. Standard-pressure, wet-pipe sprinkler system, 2-1/2 inch to 4 inch, shall be one of the following:

1. Schedule 40, black-steel pipe with cut- or roll-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.
2. Schedule 40, black-steel pipe with plain ends; steel welding fittings; and welded joints.

E. Standard-pressure, wet-pipe sprinkler system, 5 inch and larger, shall be one of the following:

1. Schedule 40, black-steel pipe with cut- or roll-grooved ends; uncoated, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.
2. Schedule 40, black-steel pipe with plain ends; steel welding fittings; and welded joints.

F. Standard-pressure, dry-pipe sprinkler system, 6 inch and smaller, shall be one of the following:

1. Schedule 40, galvanized-steel pipe with threaded ends; galvanized, gray-iron threaded fittings; and threaded joints.
2. Schedule 40, galvanized-steel pipe with cut-grooved ends; galvanized, grooved-end fittings for steel piping; grooved-end-pipe couplings for steel piping; and grooved joints.

3.12 SPRINKLER SCHEDULE

A. Use sprinkler types in subparagraphs below for the following applications:

1. Rooms without Ceilings: Upright sprinklers or sidewall sprinklers as indicated.
2. Wall Mounting: Sidewall sprinklers.
3. Spaces Subject to Freezing: Upright, pendent, dry sprinklers; and sidewall, dry sprinklers as indicated.
4. Special Applications: Extended-coverage, flow-control, and quick-response sprinklers where required.

B. Provide sprinkler types in subparagraphs below with finishes indicated.

1. Concealed Sprinklers: Rough brass, with factory-painted white cover plate.
2. Recessed Sprinklers: Bright chrome, with bright chrome escutcheon.
3. Upright, Pendent and Sidewall Sprinklers: Chrome plated in finished spaces exposed to view; rough bronze in unfinished spaces not exposed to view.

END OF SECTION 211313

SECTION 220010 - GENERAL PLUMBING PROVISIONS

PART 1 GENERAL

1.1 GENERAL-PLUMBING PROVISIONS ARE SPECIFIED IN SECTION 230010 "GENERAL HVAC PROVISIONS." PROJECT REQUIREMENTS AS DEFINED IN SECTION 230010 SHALL BE APPLICABLE TO GENERAL PLUMBING PROVISIONS, AND AS SUCH, SHALL BE EQUALLY ENFORCED.

PART 2 PRODUCTS

2.1 NOT USED.

PART 3 EXECUTION

3.1 NOT USED.

END OF SECTION 220010

SECTION 221319 - SANITARY WASTE PIPING SPECIALITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Air-admittance valves.

1.3 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic sanitary piping specialty components.

PART 2 - PRODUCTS

2.1 AIR-ADMITTANCE VALVES

A. Fixture Air-Admittance Valves:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Studor, Mini-Vent.
   b. Oatey.
   c. Approved.

2. Standard: ASSE 1051, Type A for single fixture or Type B for branch piping.
3. Housing: Plastic.
4. Operation: Mechanical sealing diaphragm.
5. Size: Same as connected fixture or branch vent piping.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install fixture air-admittance valves on fixture drain piping as shown on drawings.

3.2 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221319

SECTION 230010 - GENERAL HVAC PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes materials, equipment, labor, supervisions, tools and items necessary for the construction, installation, connection, testing and operation of a mechanical work for this project, as shown on the drawings and defined in Division 21, 22 and 23 of the specifications.

1.3 CERTIFICATIONS

A. By submitting a bid for the mechanical Work, the Contractor certifies that they have carefully examined the Drawings, Specifications, and all subsequent Addenda, have visited the site, and are familiar with all conditions and requirements of the Work, agree to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of Work, according to the requirements of the Contract Documents.

1.4 DEFINITIONS

A. Accessible: Arranged so that an average size man may complete any service required without disassembly, destruction, or damage to the surround installation of item being serviced.

B. Codes: Codes, rules, and ordinances.

C. Concealed: Hidden or out of site.

D. Exposed: Open to view.

E. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

F. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

G. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

H. Furnish: Supply and deliver to the project site.

I. Install: Place in position for use.

J. Provide: Furnish and install.

K. Basis-of Design Product: The first product mentioned in the specification or the product indicated on the drawings for purposes of evaluating comparable products of additional manufacturers named in the specification.

L. Submittals: Written and graphic information and physical samples that require Engineers responsive action.

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

N. Work: Entire scope required by the contract documents.

1.5 ABBREVIATIONS

A/E	Architect/Engineer
AGA	American Gas Association
AHJ	Authority Having Jurisdiction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
ARI	Air-Conditioning And Refrigeration Institute
ASHRAE	American Society Of Heating, Refrigerating And Air-Conditioning Engineers
ASME	American Society Of Engineers
ASTM	American Society Of Testing And Materials
CISPI	Cast Iron Soil Pipe Institute
ETL	Environmental Technology Laboratory
F	Degrees, Fahrenheit
FM	Factory Mutual Engineering Corporation
HVAC	Heating, Ventilation, And Air Conditioning
IBC	International Building Code
IFC	International Fire Code
IMC	International Mechanical Code
MSS	Manufactures Standardization Society
NEMA	National Electrical Manufactures Association
NEC	National Electrical Code
NFPA	National Fire Protection
psig	Pounds Per Square Inch Gage Pressure
SMACNA	Sheet Metal and Air Conditioning Contractor National Association
UL	Underwriters Laboratories, Inc
UPC	Uniform Plumbing Code
V	Volts
WP	Working Pressure
WG	Water Gage

1.6 CODES, PERMITS, STANDARDS, INSPECTIONS, FEES

A. Obtain permits and inspections and pay fees required by Federal, State and Local authorities having jurisdiction.

B. Work and materials shall be in accordance with requirements of all applicable codes, rules, and ordinances.

C. Conform to applicable industry standards, such as ANSI, UL, ETL and other standards as noted.

D. Nothing in the Drawings or Specifications shall be construed to permit work not in conformance with codes, rules and regulations.

E. Where Drawings or Specification call for material or construction of a better quality or larger sizes than required by the codes, rules and regulations, the provisions of the Drawings or Specifications shall take precedence over requires of the codes, rules and regulations.

F. Notify the Architect/Engineer of deviations in the Contract Documents to code requirements prior to installation of the Work. Include in the work changes due to the requirement of code enforcing agencies at no additional cost to the owner.

G. ASME code stamp is required on all Pressure Vessels and Relief Valves. Mount certificate adjacent to each Pressure Vessel and Relief Valve showing approval under this law.

H. Mechanical equipment, packaged systems, control panels, motor starters, motor controllers, variable frequency drives and similar equipment shall carry a Short Circuit Current Rating (SCCR) equal to or greater than available fault current delivered from electrical system. Include visible factory nameplate for such equipment indicating SCCR of equipment in accordance with UL 1995 and UL 508A.

1.7 ALTERNATES

A. See Bid Form and Alternates described in Division 01 for possible effects on work of Division 21, 22, and 23.

1.8 SUBSTITUTIONS

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Where “Manufacturer” paragraphs include the word “Approved”, approval of the proposed substitution is required. The Architect/Engineer is the sole judge of quality of proposed substitution.

C. Where “Manufacturer” paragraph does not include the word “Approved”, substitution is not allowed.

D. Architect/Engineer will consider Contractor's request for substitution when the following conditions are satisfied. When the Architect/Engineer approves a substitution, the approval is

given with the understanding that the following requirements are satisfied. If the following conditions are not satisfied, Architect/Engineer will return requests without action, except to record noncompliance with these requirements:

1. Substitution request is fully documented and properly submitted.
2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
3. Requested substitution provides sustainable design characteristics that specified product provided.
4. Substitution request is submitted prior to bid.
5. Requested substitution will not adversely affect Contractor's construction schedule.
6. Requested substitution will not increase cost to owner.
7. Requested substitution has received necessary approvals of authorities having jurisdiction.
8. Requested substitution is compatible with other portions of the Work.
9. Requested substitution has been coordinated with other portions of the Work.
10. Requested substitution provides specified warranty.
11. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
12. “Manufacture paragraphs include the words “Approved”.

E. Substitution following bid will be allowed only when changes proposed by Contractor are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

F. Substitution will be allowed only when changes proposed by Contractor are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

G. Substitutions for convenience are not allowed.

1.9 SUBMITTALS

A. General Submittal Procedure Requirements: Comply with Division 01 and with additional requirements indicated in this article.

B. Contractor shall plan for a minimum of a 10 business day submittal review and commentary time period. Contractor shall schedule their submittal documents accordingly. Major equipment or long lead submittals shall include time for resubmittal in the event equipment as submitted is not in conformance with contract documents.

C. Partial submittals, or submittals not meeting formatting requirements will be returned unreviewed. The following are the acceptable submittal packages.

1. Long Lead Time Product Data (If Required).
2. All Fire Sprinkler Product Data.
3. All Plumbing Product Data.
4. All HVAC Product Data (Shall include control products unless submitted with the engineering/shop drawings).

5. Control Engineering/Shop Drawings.
6. Shop Drawings.
7. Delegated Design Submittals.
8. Coordination Drawings.

D. Product Data: Collect information into a single submittal for each division.

1. Submit prior to fabrication and delivery.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Submit as specified in individual specification sections.
4. Submit Product Data in the following format:

    a. PDF electronic file.

        1) Separate file for Fire Suppression, Plumbing, and HVAC system. Bookmarks provided for each spec section and product. Bookmark names for each product shall be "Spec Section_Paragraph Number_Product Name."
        2) Include cover page with system, project, general contractor, mechanical contractor, architect, engineer and date of project final completion.

E. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Submit as specified in individual specification sections.
    b. Equipment clearances.
    c. Details and their locations.
    d. Coordination with other trades.
    e. Seal and signature of professional engineer if specified.
    f. AutoCAD floor plan backgrounds are available in electronic format if requested from the Architect/Engineer.

2. Sheet Size: Submit Shop Drawings on sheet size to match Contract Document sheet size.
3. Sheet Scale: Submit Shop Drawing at scale no smaller than Contract Document scale.
4. Submit Shop Drawings in the following format:

    a. PDF electronic file.

F. Delegated-Design Submittals: Contractor shall provide professional design/engineering services, and shall include respective fees in bid, where delegated-design submittals are indicated in the contract documents. Provide products and systems complying with specific performance and design criteria indicated. In addition to Shop Drawings, Product Data, and other required submittals, submit certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

G. Coordination Drawing Submittals: Comply with requirements specified in Division 01 and as specified in specific Division 21, 22, and 23 specification sections.

H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 with additional requirements as indicated.

1. Include separate costs for the following:

a. Mobilization.
b. Submittals.
c. Fire Suppression Sprinkler Systems Material.
d. Fire Suppression Sprinkler Systems Labor.
e. Plumbing Material.
f. Plumbing Labor.
g. HVAC Duct Material.
h. HVAC Duct Field Labor.
i. HVAC Duct Shop Labor.
j. Testing Adjusting and Balancing.
k. Operation and Maintenance Manuals.
l. Commissioning.
m. Closeout.

I. Maintenance Data: Comply with requirements specified in Division 01 and the Article “Operation and Maintenance Manuals "in this specification.

J. Balancing Reports: Comply with requirements specified in Division 01 and Section 230593 "Testing Adjusting and Balancing for HVAC."

K. Project Record Documents: Comply with requirements specified in Division 01 and the Article “Project Record Documents” in this specification.

L. Qualifications Data, Certificates, and Test Reports: Comply with requirements specified in Division 01 and as specified in specific Division 21, 22, and 23specification sections.

M. Approval: The acceptance of a manufacturers name or product by the Architect/Engineer does not relieve the Contractor of the responsibility for providing material and equipment which complies in all details with the requirements of the contract documents.

1.10 PRODUCT DELIVERY STORAGE AND HANDLING

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

B. Delivery and Handling:

1. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
2. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
3. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
4. Protect stored products from damage and liquids from freezing.
5. Cover open ends of equipment and work during storage and construction.

D. Ductwork and equipment exposed to airflow shall be maintained clean and dry from fabrication through installation. Dirty and wet ductwork and equipment shall be removed from the site and replaced.

1.11 COORDINATION

A. Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

B. Failure to coordinate work with other contractors is considered sufficient cause to alter the work, at no cost to the Owner.

C. Contractor is required to attend and participate in project coordination meetings.

D. Provide offsets and perform rerouting to fit Work in available space. Include provisions for such requirements in bid.

E. Ductwork and equipment access takes precedence over piping for available space.

F. Existing Conditions:

1. Existing Work shown is based on existing drawings as available and on limited project site observations to the extent possible. Field verify existing conditions prior to commencement of work.
2. Installation of mechanical work will require openings, removal and replacement of existing general construction to match existing. Include provisions for such requirements in bid.
3. Installation of mechanical work will require removal, relocation and reinstallation of existing Fire Protection, Plumbing, HVAC and Controls work. Include provisions for such requirements in bid.

G. Site Visit: Each contractor shall visit the site before bid to determine conditions affecting installation of Work. Include provisions for such conditions in bid.

1. Investigate each space through which equipment must be moved. Where necessary arrange with equipment manufacturers to ship equipment in sections with suitable dimensions for moving through restricted spaces. Include provisions for such conditions in bid.

1.12 WORKMANSHIP

A. Work shall be in accordance with trade best practices. Failure to provide acceptable workmanship is sufficient cause to alter the work, at no cost to the owner.

1.13 DRAWINGS AND SPECIFICATIONS

A. Drawings are diagrammatic and show only approximate locations of mechanical piping, ducts, and equipment. Do not scale the drawings. Take measurements from building or site and verify with other Contract Documents.

B. Drawings are diagrammatic for document clarity and do not indicate all required offsets, fittings, and accessories that may be required. Carefully investigate the finish conditions that would affect the work to be performed and arrange such work accordingly, providing required offsets, fittings, and accessories to meet such conditions. Provide required offsets, fittings and accessories in bid. No additional costs shall be charged to Owner for additional offsets, fittings, and accessories required to install the mechanical systems shown on the drawings.

C. It is the responsibility of the Contractor to provide equipment that fits into the space allotted and allows adequate acceptable clearances for installation, replacement, entry, servicing, and maintenance.

D. Field verify dimensions and existing conditions prior to performing work. Report any discrepancies to Architect/Engineer prior to proceeding with the work. Failure to follow this instruction is considered sufficient cause to alter the work, at no cost to the Owner, as directed by the Architect/Engineer.

1.14 MATERIALS

A. Products of any one classification which are used in quantity shall be of a single manufacturer.

B. Products shall be installed in accordance with the manufacturer’s recommendations.

C. Products shall be installed in strict accordance with governing codes and ordinances.

D. Where two or more manufactures are listed in the specification but not on the drawings, the first mentioned was used as the basis of design.

E. Where other than the basis of design product is selected, product shall be equal to or superior to the basis of design product in appearance, function, performance, quality, local support and shall meet requirements of the plans and specifications. It is the Contractor’s responsibility, in coordination with the supplying authorized manufacturer representative, to ensure contract document requirements are met. Listing of an approved equal manufacturer does not relieve them of contractual responsibilities in the event they cannot meet the requirements of the contract documents.

F. Where other than the basis of design product is selected, Contractor is responsible for cost of resulting additional work, coordination with other trades, and redesign of associated building systems as required to accommodate selected product. This shall include, but is not limited

to, structural upgrades, electrical system modifications, impacts to construction sequencing, shop drawing or BIM layout coordination, controls or other.

G. Equipment layout is based on basis of design product. Where other than the basis of design product is selected, Contractor is responsible for verifying equipment will fit within available space and meet code and manufacturer required clearances.

H. Materials within plenums shall be noncombustible or shall have a flame spread index of not more than 25 and a smoke-developed index of not more than 50 when tested in accordance with ASTM E 84 or UL 723.

1.15 DEMOLITION

A. Provide demolition work required in existing building for removal of existing mechanical equipment, ductwork, controls, and piping and for installation of new equipment, ductwork, controls, and piping. Remove/replace or reinstall existing equipment, controls, piping, and ductwork as required by demolition to provide a complete and operational system.

B. Remove and dispose of existing materials indicated on the Drawings to be removed. Drawings are based on field observation and existing record drawings. Field verify information is as shown on drawings. Report discrepancies to the Architect/Engineer before disturbing existing installation.

C. Remove refrigerant from existing refrigerant equipment. Furnish containers approved by AHJ and of sufficient size to hold entire charge. Deliver to owner as directed. Furnish signed certificate stating that the refrigerant has been removed, transferred to container and that the containers have been delivered.

D. Where existing ductwork, and piping is removed, remove back to main. Cap ductwork and piping behind surfaces so concealed. Remove unused ductwork and piping in walls to be demolished, and cap remaining ductwork and piping above ceiling or below finished floor so concealed.

E. Where mechanical equipment, ductwork, controls, and piping are removed and the surrounding surfaces and finishes are to remain, repair or replace surfaces with materials in conformance with other sections of this specification. Where not specified, repair or replace to match existing condition.

F. Where mechanical equipment, ductwork, controls, and piping are removed and the surrounding systems are to remain, repair or replace with materials in conformance with other sections of this specification. Where not specified, repair or replace to match existing condition.

G. Provide temporary connections to maintain existing systems in service during demolition.

H. Do not reuse existing products unless indicated on the Drawings.

I. The owner has the right to retain ownership of any materials being removed. Deliver items to the Owner's Representative as indicated in the Contract Documents. Notify owner in writing at least 7 days in advance of demolition.

1.16 HANGERS AND SUPPRTS FOR HVAC SYSTEM

A. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7 and IBC.

1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
3. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following; include Product Data for components:

1. Metal framing systems.
2. Duct supports.
3. Equipment supports.

1.17 START UP

A. Follow manufacturer start-up procedures for mechanical equipment. Complete manufacturer start up forms.

B. Clean strainers in fluid systems to ensure they are free from foreign materials.

C. Replace air handling filters.

1.18 DEMONSTRATION

A. Subject system to operating tests as to demonstrate that systems will operate as indicated in the Contract Documents. If tests do not demonstrate satisfactory performance, correct deficiencies and retest systems.

B. Unless otherwise directed by the Architect/Engineer, perform in presence of the Architect/Engineer, and Owners Representative. Give 2 week notice prior to demonstration.

1.19 PROJECT RECORD DOCUMENTS

A. General Record Document Requirements: Comply with Division 01 and with additional requirements indicated in this article.

B. Record Drawings

1. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

a. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally.
b. Content: Types of items requiring marking include, but are not limited to, the following:

1) Locations and depths of underground piping.
2) Revisions to routing of piping.
3) Valve locations.
4) Actual equipment locations.
5) Duct size and routing.
6) Changes made by Change Order, Construction Change Directive.
7) Changes made following Architect/Engineer's written orders.

c. Mark record sets with red-colored pen. Use other colors to distinguish between changes for different categories of the Work at same location.
d. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
e. Keep marked up drawings readily available at project site.

2. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect/Engineer.

C. Record Product Data

1. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

a. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
b. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
c. Note related Change Orders, and record Drawings where applicable.

2. Format: Submit record Product Data as annotated PDF electronic file.

a. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

D. Recording and Maintenance

1. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
2. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect/Engineer's reference during normal working hours.

1.20 OPERATION AND MAINTENANCE MANUALS

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Include operation and maintenance information for all equipment.

C. Collect information into a single submittal for each division.

D. Submit in PDF electronic file format. Bookmarks provided for each section. Bookmark names for each section shall be "Section Name_Product Name." For example, "Start-Up Forms_Pump P-1."

E. Submit Product Data in the following format:

1. PDF electronic file.

a. Separate file for Fire Suppression, Plumbing, and HVAC system. Bookmarks provided for each category and product. Bookmark names for each product shall be "Category_Product Name."
b. Include cover page with system, project, general contractor, mechanical contractor, architect, engineer and date of project final completion.

F. Include the following categories:

1. Product data (compiled final submittal package).
2. Parts list: Include local source of parts.
3. Start-up procedures and completed start-up forms.
4. Operation data.
5. Maintenance schedule and procedures.
6. Repair procedures and sources.
7. Troubleshooting guide.
8. Testing, adjusting, and balancing reports.
9. Warranties.
10. Filter list including sizes, quantities, and locations.
11. Belt list including sizes, quantities and locations.

1.21 TRAINING

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Training shall not commence until the completion of the fire suppression, plumbing, HVAC, and control system installation and the Operation and Maintenance manual review and approval.

C. Conduct hands on training during the operation of fire suppression, plumbing, HVAC and control system operation.

D. Video record demonstration and training sessions.

E. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season. Schedule training with Owner with at least seven days' advance notice.

F. Instruction Program

1. General Agenda for Fire Suppression, Plumbing, HVAC, and Control Systems is as Follows:

a. Introduction
b. Description of Systems and Equipment
c. Review of Operations and Maintenance Manuals, and Record Documents
d. Tour of building
e. Start-up procedures

1) Seasonal considerations

f. Operation procedures

1) Occupancy considerations
2) Weekday vs Weekend considerations
3) Seasonal considerations
4) Manual/Automatic

g. Shutdown procedures
h. Emergency procedures

1) Alarms
2) Shutdown

i. Maintenance procedures

1) Routine
2) Preventative
3) Service
4) Lubrication
5) Overhaul
6) Factory
7) Cleaning
8) Access provisions

j. Repair procedures

1) Diagnosis
2) Disassembly
3) Component removal
4) Repair
5) Replacement
6) Spare parts

k. Service agreements

1) What they cover
2) How to use them

l. Warranties

1) What they cover
2) How to use them

m. Tools
n. Hands on operation
o. Sequence of operations for controls

G. Duration of Instruction Periods

1. Fire Suppression Systems: 1 hours.
2. Plumbing Systems: 0.5 hours.
3. HVAC Systems: 2 hours.

1.22 COMMISSIONING SUPPORT

A. Comply with requirements specified in Division 01 and Section 230800 “Commissioning of HVAC” and 220800 “Commissioning of Plumbing."

1.23 CLOSEOUT

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Submit written certification that the work has been fully completed in strict accordance with plans and specifications.

C. Fee for mechanical punch list work includes two final construction reviews. The first after the contractor’s written certification. The second after written certification from the Contractor that the deficiencies noted during the first review have been corrected. If additional reviews are required due to the Contractor’s failure to correct the deficiency, or inaccurate reporting of corrected deficiencies, the Engineer will be compensated on a time and material basis. Compensation for additional reviews will be deducted from final payment to the Contractor.

D. Contractor shall be responsible for managing the response, troubleshooting and resolution of system operational concerns identified as part of commissioning and project closeout process. Types of activities shall include, but are not limited to, coordinating responsible parties for management tracking and resolution of the Cx Issues log, response to occupant temperature or system control complaints and/or equipment operational concerns. General Contractor shall appropriately respond to system operational concerns with relevant subcontractor stakeholders present for investigation at the job site and provide documented findings and response prior to requesting additional input and support of the A/E team.

1.24 WARRANTY

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Where not so prescribed or defined, the warranty period shall be 1 year. Warranty periods shall not start until substantial completion. Contractor shall extend warranties specified in other sections. Contractor shall review all spec sections for extended warranties and include on warranty letter.

PART 2 - PRODUCTS

2.1 NOT USED.

PART 3 - EXECUTION

3.1 NOT USED.

END OF SECTION 230010

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Sawdust collector duct and fittings.
2. Sealants and gaskets.
3. Hangers and supports.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Sawdust collector duct and fittings
2. Liners and adhesives.
3. Sealants and gaskets.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.

8. Sheet metal thickness.
9. Seam and joint construction.
10. Penetrations through fire-rated and other partitions.
11. Equipment installation based on equipment being used on Project.
12. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
13. Hangers and supports, including methods for duct and building attachment, and vibration isolation.

PART 2 - PRODUCTS

2.1 SAWDUST COLLECTOR DUCTS AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Nordfab, Model Quick-Fit.
2. Approved.

B. Duct Material: Galvanized, ASTM A527 with a G90 rating. Pipe, adjustable nipples, and collars attached to other components shall have one or both ends die formed-rolled to provide a uniform edge around the circumference of the rolled end. Pipe and adjustable nipples shall have the longitudinal seam laxwer welded to allow for a tighter slip joint and reduce system pressure losses. Rolled edges shall provide structural support at 5 foot intervals or less and can be interpreted as a stiffener where SMACNA specifications are required.

1. 12 inch and smaller: Minimum 22 ga material thickness.
2. 13 inch through 29 inch: Minimum 20 ga material thickness.

C. Transverse Joints: Rolled edge duct ends with clamps and sealing gaskets. Clamps shall be constructed with an over-center, spring-lever action for quick connecting of two pieces of ducting. A retaining pin shall be inserted in the handle and an eyelet on the clamp as a safety feature to ensure the handle does not prematurely come undone.

1. Sealing Gaskets: Nitrile to meet or exceed ASTM D 1056 standards with a temperature rating not to exceed 158°F constant temperature.

D. Fittings:

1. Elbows: Press formed for 3 inch through 7 inch. Minimum 24 ga material thickness. Gored with a lock form standing seam every 15° for 8 inch and larger. Minimum 22 ga material thickness. Centerline radius not less than 2.5 times diameter.
2. Branch Connections: Concentric design, 30 or 45 deg.
3. Transitions: Min length for square to round is W x 0.75.

E. Flex Ducts: Medium weight thermoplastic rubber hose reinforced with a spring steel wire helix. Smooth interior surface. Temperature range -60°F to 160°F.

F. Blast Gates: Factory fabricated, manual, slide type.

G. Floor Sweeps: Factory fabricated, 6 inch connection, galvanized metal with closing door.

2.2 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Water-Based Joint and Seam Sealant:

1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

C. Flanged Joint Sealant: Comply with ASTM C 920.

1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.

D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

E. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.3 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

C. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

D. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

E. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

F. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install roundducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

K. Protect duct interiors from moisture, construction debris and dust, and other foreign materials.[Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."]

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 INSTALLATION OF SAWDUST COLLECTOR DUCT AND FITTINGS

A. Install per manufacturers recommendations and local codes.

B. Provide blast gate on branch duct upstream of each piece of sawdust producing equipment.

C. Make connections to sawdust producing equipment with flex ducts connectors complying with this section. Provide galvanized metal duct transitions upstream of flex duct to match size of sawdust producing equipment duct connection. Coordinate equipment duct connection size with owner furnished equipment as required.

3.4 DUCT SEALING

A. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.

3.5 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.

2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.6 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.7 [PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Division 09]

3.8 DUCT SCHEDULE

A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:

B. Exhaust Ducts:

1. Ducts Connected to Sawdust Collectors:

a. Pressure Class: Positive or negative 15-inch wg.

C. Intermediate Reinforcement:

1. Galvanized-Steel Ducts: Galvanized steel.

D. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

   a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
   b. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
   c. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

   a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

      1) Radius-to Diameter Ratio: 1.5.

   b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
   c. Round Elbows, 14 Inches and Larger in Diameter: Standing seam or welded.

E. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

   a. Rectangular Main to Rectangular Branch: 45-degree entry.
   b. Rectangular Main to Round Branch: Spin in.

      1) Velocity 1000 fpm or Lower: 90-degree tap.
      2) Velocity 1000 to 1500 fpm: Conical tap.
      3) Velocity 1500 fpm or Higher: 45-degree lateral.\

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

   a. Velocity 1000 fpm or Lower: 90-degree tap.
   b. Velocity 1000 to 1500 fpm: Conical tap.
   c. Velocity 1500 fpm or Higher: 45-degree lateral.

END OF SECTION 233112

SECTION 233423 - HVAC POWER VENTILATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Sawdust collectors.

1.3 PERFORMANCE REQUIREMENTS

A. Operating Limits: Classify according to AMCA 99.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. Also include the following:

1. Certified fan performance curves with system operating conditions indicated.
2. Certified fan sound-power ratings.
3. Motor ratings and electrical characteristics, plus motor and electrical accessories.
4. Material thickness and finishes, including color charts.
5. Dampers, including housings, linkages, and operators.
6. Fan speed controllers.
7. Wiring diagrams. This includes complete shop drawings with all terminal-to-terminal wiring shown for the dust collector, and all appurtenances.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. AMCA Compliance: Fans shall have AMCA-Certified performance ratings and shall bear the AMCA-Certified Ratings Seal.

C. UL Standards: Power ventilators shall comply with UL 705. Power ventilators for use for restaurant kitchen exhaust shall also comply with UL 762.

1.6 COORDINATION

A. Coordinate size and location of structural-steel support members.

B. Coordinate sizes and locations of concrete bases with actual equipment provided.

C. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

PART 2 – PRODUCTS

2.1 SAWDUST COLLECTORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. AAF, AR6-25.
2. Sternvent.
3. Lapp Millwright.
4. Approved.

B. General: Factory assembled, high efficiency, filter type sawdust collector with housing, fan, storage drum, filters, discharge silencer, and accessories. Mechanical and electrical systems designed for outdoor installation.

C. Housing: Airtight, 14 gage hot rolled steel, supported by structural steel base with legs. Gasketed quick opening doors with quarter turn knobs. Interior and exterior carbon steel surfaces painted with one coat of heat cured gray powder spray on interior and exterior primed with red oxide and finished with alkyd resin gray enamel paint. Include sloped roof, funnel bottom section without slide gates or doors, explosion relief vent per NFPA 68 and 664, and rain hood with hinged cover for fan housing.

D. Fan:

1. Radial design, direct drive, non-sparking type, dynamically balanced, AMCA Type C spark resistant construction per AMCA Publication 99. Fan tested in accordance with AMCA Standard 210. Located on clean air side of filters.
2. Bearings: Rated for minimum 75,000 hours and located external to airstream.

E. Storage Drums: 55 gallon capacity with flexible hose, drum adaptor and airtight cover.

F. Filters: Cotton sateen, 99.5 percent efficient by weight on industrial dusts, multi-pocket filter modules with rigid insert separators to prevent collapse. Removable from outside of unit without tools. Designs which require entry into the unit are not acceptable. Automatically cleaned following the shutdown of the blower by oscillating action delivered by the shaker assembly.

G. Silencer: Fabricated with 4.75 pound density inorganic mineral or glass fiber attenuating material protected with galvanized perforated metal, weatherproof and painted to match sawdust collector. Designed to reduce exterior noise level to 55 dBA at 20 foot from end of silencer.

H. Fan and Shaker Motors: TEFC.

I. Electrical:

1. Control Panel: Factory mounted and wired with variable frequency controllers and overload relays for fan and shaker motors and control transformer. NEMA 4 construction. UL listed and labeled. Single point electrical connection.
2. Shaker Controller: Solid state, adjustable for length of operation after fan shutdown.
3. Remote Control Panel: Start/stop station with pilot light for field installation.
4. Dust Switch: Factory assembled panel to electrically interlock each woodworking machine with sawdust collector so that when a machine is turned on, the dust collector comes on automatically. Includes adjustable delay timer, 2-position auto-manual switch, and current sensors. Sensor quantity to match quantity of woodworking machines. UL listed and labeled.
5. Spark Detection System: Spark detectors with quick release mounting brackets to react without delay to infrared radiation for temperatures to 176 F. Include control panel with manual reset switch. 120V dedicated circuit required.
6. Variable Frequency Controllers: Comply with requirements in Section 230900. Ship variable frequency controllers to sawdust collector manufacturer for factory installation.

J. Accessories:

1. Fire abort damper: Minimum 12 gauge galvanized steel with two coats of gray enamel finish. Include upblast hood with birdscreen, drain, heavy duty spring assisted dampers open or abort for immediate action upon detection of a spark of fire, and automatic reset. 120V dedicated circuit required.
2. Explosion relief vent per NFPA 68 and NFPA 664 on inlet connecting duct, same size as inlet duct.
3. Photohelic gage with copper tubing across filters.
4. Extinguishing assembly with shutoff valve, strainer, solenoid valve, sidewall nozzle, and interconnecting pipe and fittings for field installation.
5. Return air filter bank: Farr Model 3B Glide Pack with Riga-Flow final filters. 120V dedicated circuit required.

2.2 MOTORS

A. Unless otherwise indicated, comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

B. Enclosure Type: Unless otherwise indicated, totally enclosed, fan cooled.

2.3 SOURCE QUALITY CONTROL

A. Certify sound-power level ratings according to AMCA 301, "Methods for Calculating Fan Sound Ratings from Laboratory Test Data." Factory test fans according to AMCA 300, "Reverberant Room Method for Sound Testing of Fans." Label fans with the AMCA-Certified Ratings Seal.

B. Certify fan performance ratings, including flow rate, pressure, power, air density, speed of rotation, and efficiency by factory tests according to AMCA 210, "Laboratory Methods of Testing Fans for Aerodynamic Performance Rating." Label fans with the AMCA-Certified Ratings Seal.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install power ventilators level and plumb.

B. Equipment Mounting:

1. Install power ventilators on cast-in-place concrete equipment base(s). Comply with requirements for equipment bases and foundations specified in Division 03.

C. Dust Collectors:

1. Install collector and accessories per manufacturer’s recommendations.
2. Coordinate required electrical and control installation work with Division 26. If electrical work for remote accessories is not shown on the electrical drawings, include cost for such wiring as part of the sawdust collection system installation.

D. Install units with clearances for service and maintenance.

E. Label units according to requirements specified in Section 230553 "Identification for HVAC Piping and Equipment."

3.2 CONNECTIONS

A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors. Flexible connectors are specified in Section 233300 "Air Duct Accessories."

B. Install ducts adjacent to power ventilators to allow service and maintenance.

3.3 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service on sawdust collectors.

3.4 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing procedures.

C. Lubricate bearings.

END OF SECTION 233423

SECTION 260010 – ELECTRICAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes furnishing materials, equipment, labor, supervision, tools and items necessary for the construction, installation, connection, testing and operation of electrical work for this project, as shown on the Drawings and defined of Division 26 of the Specifications.

1.3 CERTIFICATIONS

A. By submitting a bid for the electrical Work, the Contractor certifies that they have carefully examined the Drawings, Specifications, and all subsequent Addenda, have visited the site, and are familiar with all conditions and requirements of the Work, agree to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of Work, according to the requirements of the Contract Documents.

1.4 DEFINITIONS

A. Accessible: Arranged so that an average size man may complete any service required without disassembly, destruction, or damage to the surround installation of item being serviced.

B. Codes: Codes, rules, and ordinances.

C. Concealed: Spaces out of sight. For example, above ceilings, below floors, between double walls, furred-in areas, pipe and duct shafts, and similar spaces.

D. Contractor: As used of Division 26 sections, means the electrical subcontractor.

E. Direct Buried: Installed underground without encasement in concrete or other protective material.

F. Enclosure: The case or housing of an apparatus, or the fence or wall(s) surrounding an installation, to prevent personnel from accidentally contacting energized parts or to protect the equipment from physical damage.

G. Emergency Systems: Those systems legally required and classed as emergency by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction that are designed to ensure continuity of lighting, electrical power, or both, to designated areas and equipment in the event of failure of the normal supply for safety to human life.

H. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

I. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

J. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

K. Furnish: Supply and deliver to the project site.

L. Install: To place in position for service or use.

M. Jacket: A continuous nonmetallic outer covering for conductors or cables.

N. Luminaire: A complete lighting unit consisting of a light source such as a lamp, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source or the ballast or to distribute the light.

O. Provide: Furnish and install for a complete, finished, and operable system and ready for intended use.

P. Shop Drawings: Document which fully details equipment and intended installation relative to this specific Project.

Q. Sheath: A continuous metallic covering for conductors or cables.

R. Submittals: Written and graphic information and physical samples that require Engineers responsive action.

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

T. Work: Entire scope required by the contract documents.

1.5 ABBREVIATIONS

AC	Armored cable.
AHJ	Authorities Having Jurisdiction
ANSI	American National Standards Institute

ASTM	American Society for Testing and Materials
CATV	Coaxial general-purpose cable.
CM	Communications general-purpose cable.
CMG	Communications general-purpose cable.
CMP	Communications plenum cable.
CMR	Communications riser cable.
CMUC	Under-carpet communications wire and cable.
CMX	Communications cable, limited use.
EMT	Electrical metallic tubing.
ENT	Electrical nonmetallic tubing.
ETL	Environmental Technology Laboratory
FM	Factory Mutual Engineering Corporation
FMC	Flexible metal conduit.
FMT	Steel flexible metallic tubing.
FNMC	Flexible nonmetallic conduit.
IBC	International Building Code
IMC	Steel electrical intermediate metal conduit.
LFMC	Liquidtight flexible metal conduit.
LFNC	Liquidtight flexible nonmetallic conduit.
MC	Metal-clad cable.
MV	Medium-voltage cable.
NEC	National Electrical Code, NFPA 70
NECA	National Electrical Contractor’s Association
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
OFC	Conductive optical fiber general-purpose cable.

OFCG	Conductive optical fiber general-purpose cable.
OFCP	Conductive optical fiber plenum cable.
OFCR	Conductive optical fiber riser cable.
OSHA	Occupational Safety and Health Administration
PV	Photovoltaic cable.
PVC	Rigid PVC conduit.
PVC-40	Schedule 40 rigid PVC conduit.
PVC-80	Schedule 80 rigid PVC conduit.
RGS	Rigid Galvanized Steel conduit.
RMC	Rigid Metal conduit.
SE	Service-entrance cable.
THHN	Thermoplastic, heat-resistant cable with nylon jacket outer sheath.
THHW	Thermoplastic, heat- and moisture-resistant cable.
THWN	Thermoplastic, moisture- and heat-resistant cable with nylon jacket outer sheath.
UL	Underwriters Laboratories Inc.
USE	Underground service-entrance cable.
XHHW	Cross-linked polyethylene, heat- and moisture-resistant cable.

1.6 CODES, PERMITS, STANDARDS, INSPECTIONS, FEES

A. Obtain permits and inspections and pay fees required by Federal, State and Local authorities having jurisdiction.

B. Work and materials shall be in accordance with requirements of all applicable codes, rules, and ordinances.

C. Conform to applicable industry standards, such as ANSI, UL, ETL and other standards as noted.

D. Nothing in the Drawings or Specifications shall be construed to permit work not in conformance with codes, rules and regulations.

E. Where Drawings or Specification call for material or construction of a better quality or larger sizes than required by the codes, rules and regulations, the provisions of the Drawings or Specifications shall take precedence over requires of the codes, rules and regulations.

F. Notify the Architect/Engineer of deviations in the Contract Documents to code requirements prior to installation of the Work. Include in the work changes due to the requirement of code enforcing agencies at no additional cost to the owner.

1.7 ALTERNATES

A. See Bid Form and Alternates described in Division 01 for possible effects on work of Division 26.

1.8 SUBSTITUTIONS

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Where “Manufacturer” paragraphs include the word “Approved”, approval of the proposed substitution is required. The Architect/Engineer is the sole judge of quality of proposed substitution.

C. Where “Manufacturer” paragraph does not include the word “Approved”, substitution is not allowed.

D. Architect/Engineer will consider Contractor's request for substitution when the following conditions are satisfied. When the Architect/Engineer approves a substitution, the approval is given with the understanding that the following requirements are satisfied. If the following conditions are not satisfied, Architect/Engineer will return requests without action, except to record noncompliance with these requirements:

1. Substitution request is fully documented and properly submitted.
2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
3. Requested substitution provides sustainable design characteristics that specified product provided.
4. Substitution request is submitted prior to bid.
5. Requested substitution will not adversely affect Contractor's construction schedule.
6. Requested substitution will not increase cost to owner.
7. Requested substitution has received necessary approvals of authorities having jurisdiction.
8. Requested substitution is compatible with other portions of the Work.
9. Requested substitution has been coordinated with other portions of the Work.
10. Requested substitution provides specified warranty.
11. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
12. “Manufacturer” paragraphs include the words “Approved”.

E. Substitutions will not be accepted after bid date.

F. Substitutions for convenience are not allowed.

1.9 SUBMITTALS

A. General Submittal Procedure Requirements: Comply with Division 01 and with additional requirements indicated in this article.

B. Contractor shall plan for a minimum of a 10-business day submittal review and commentary time period. Contractor shall schedule their submittal documents accordingly. Major equipment or long lead submittals shall include time for resubmittal in the event equipment as submitted is not in conformance with contract documents.

C. Partial submittals, or submittals not meeting formatting requirements will be returned unreviewed. The following are the acceptable submittal packages.

1. Underground Product Data for Early Site Work.
2. Long Lead Time Product Data (If Required).
3. All Division 26 Product Data.
4. All Division 27 Product Data.
5. All Division 28 Product Data.
6. Control Engineering/Shop Drawings.
7. Shop Drawings.
8. Delegated Design Submittals.
9. Coordination Drawings.

D. Product Data: Collect information into a single submittal for each division.

1. Submit prior to fabrication and delivery.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Submit as specified in individual specification sections.
4. Submit Product Data in the following format:

    a. PDF electronic file.

        1) Separate file for Division 26, 27, and 28 system. Bookmarks provided for each spec section and product. Bookmark names for each product shall be "Spec Section_Paragraph Number_Product Name."
        2) Include cover page with system, project, general contractor, electrical contractor, architect, engineer and date of project final completion.

E. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Submit as specified in individual specification sections.
    b. Equipment clearances.
    c. Details and their locations.
    d. Coordination with other trades.
    e. Seal and signature of professional engineer if specified.
    f. AutoCAD floor plan backgrounds are available in electronic format if requested from the Architect/Engineer.

2. Sheet Size: Submit Shop Drawings on sheet size to match Contract Document sheet size.
3. Sheet Scale: Submit Shop Drawing at scale no smaller than Contract Document scale.
4. Submit Shop Drawings in the following format:

    a. PDF electronic file.

F. Submit the manufacturer’s installation and startup manual as apart of the initial equipment submittal to the CxA for approval.

G. Submit the manufacturer’s operating and maintenance manual as a part of the intial equipment submittal to the CxA for development of checklists and functional tests.

H. Delegated-Design Submittals: Contractor shall provide professional design/engineering services, and shall include respective fees in bid, where delegated-design submittals are indicated in the contract documents. Provide products and systems complying with specific performance and design criteria indicated. In addition to Shop Drawings, Product Data, and other required submittals, submit certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

I. Coordination Drawing Submittals: Comply with requirements specified in Division 01 and as specified in specific Division 26 specification sections.

J. Maintenance Data: Comply with requirements specified in Division 01 and the Article “Operation and Maintenance Manuals "in this specification.

K. Project Record Documents: Comply with requirements specified in Division 01 and the Article “Project Record Documents” in this specification.

L. Qualifications Data, Certificates, and Test Reports: Comply with requirements specified in Division 01 and as specified in specific Division 26 specification sections.

M. Approval: The acceptance of a manufacturers name or product by the Architect/Engineer does not relieve the Contractor of the responsibility for providing material and equipment which complies in all details with the requirements of the contract documents.

1.10 PRODUCT DELIVERY STORAGE AND HANDLING

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

B. Delivery and Handling:

1. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
2. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
3. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
4. Protect stored products from damage and liquids from freezing.
5. Cover open ends of equipment and work during storage and construction.

1.11 COORDINATION

A. Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

B. Review Architectural, Mechanical and other applicable drawings and applicable Shop Drawings to become familiar with the location of other trade's equipment. Eliminate conflicts. Check door swings before installing equipment. Relocate electrical devices and connections as directed by the A/E at no additional cost to the Owner if the work is not properly coordinated.

C. Failure to coordinate work with other contractors is considered sufficient cause to alter the work, at no cost to the Owner.

D. Contractor is required to attend and participate in project coordination meetings.

E. Provide offsets and perform rerouting to fit Work in available space. Include provisions for such requirements in bid.

F. Existing Conditions:

1. Existing Work shown is based on existing drawings as available and on limited project site observations to the extent possible. Field verify existing conditions prior to commencement of work.
2. Installation of electrical work will require openings, removal, and replacement of existing general construction to match existing. Include provisions for such requirements in bid.

G. Beam penetrations to support electrical scope of work shall not be allowed. However, where deemed required due to space constraints, contractor shall be responsible for beam penetration coordination as they relate to the electrical work. Submit sizes and locations to the structural engineer for review and determination of structural details.

1.12 WORKMANSHIP

A. Work shall be in accordance with trade best practices. Failure to provide acceptable workmanship is sufficient cause to alter the work, at no cost to the owner.

1.13 DRAWINGS AND SPECIFICATIONS

A. Drawings are diagrammatic and show only approximate locations of electrical equipment. Do not scale the drawings. Take measurements from building or site and verify with other Contract Documents.

B. Drawings are diagrammatic for document clarity and do not indicate all required accessories that may be required. Carefully investigate the finish conditions that would affect the work to be performed and arrange such work accordingly, providing required accessories to meet such conditions. Provide required accessories in bid. No additional costs shall be charged to Owner for additional accessories required to install the electrical systems shown on the drawings.

C. It is the responsibility of the Contractor to provide equipment that fits into the space allotted and allows adequate acceptable clearances for installation, replacement, entry, servicing, and maintenance.

1.14 MATERIALS

A. Products of any one classification which are used in quantity shall be of a single manufacturer.

B. Products shall be installed in accordance with the manufacturer's recommendations.

C. Products shall be installed in strict accordance with governing codes and ordinances.

D. Where two or more manufactures are listed in the specification but not on the drawings, the first mentioned was used as the basis of design.

E. Where other than the basis of design product is selected, product shall be equal to or superior to the basis of design product in appearance, function, performance, quality, local support and shall meet requirements of the plans and specifications. It is the Contractor's responsibility, in coordination with the supplying authorized manufacturer representative, to ensure contract document requirements are met. Listing of an approved equal manufacturer does not relieve them of contractual responsibilities in the event they cannot meet the requirements of the contract documents.

F. Where other than the basis of design product is selected, Contractor is responsible for cost of resulting additional work, coordination with other trades, and redesign of associated building systems as required to accommodate selected product. This shall include, but is not limited to, structural upgrades, electrical system modifications, impacts to construction sequencing, shop drawing or BIM layout coordination, controls or other.

G. Equipment layout is based on basis of design product. Where other than the basis of design product is selected, Contractor is responsible for verifying equipment will fit within available space and meet code and manufacturer required clearances.

H. Materials within plenums shall be noncombustible or shall have a flame spread index of not more than 25 and a smoke-developed index of not more than 50 when tested in accordance with ASTM E 84 or UL 723.

I. Whenever UL listed standards exist for equipment with electrical components, provide UL listed equipment. Otherwise provide equipment certified by the manufacturer as complying with UL standards for similar items.

1.15 DEMOLITION

A. Provide demolition work required in existing building for removal of existing electrical equipment, conduit, and wiring and for installation of new equipment, conduit, and wiring. Remove/replace or reinstall existing equipment, conduit, and wiring as required by demolition to provide a complete and operational system.

B. Remove and dispose of existing materials indicated on the Drawings to be removed. Drawings are based on field observation and existing record drawings. Field verify information is as shown on drawings. Report discrepancies to the Architect/Engineer before disturbing existing installation.

C. Where existing conduit is removed, remove back to source. Cap conduit behind surfaces so concealed. Remove unused conduit in walls to be demolished, and cap remaining conduit above ceiling or below finished floor so concealed.

D. Where electrical equipment and conduit are removed and the surrounding surfaces and finishes are to remain, repair or replace surfaces with materials in conformance with other sections of this specification. Where not specified, repair or replace to match existing condition.

E. Provide temporary connections to maintain existing systems in service during demolition.

F. Do not reuse existing products unless indicated on the Drawings.

G. The owner has the right to retain ownership of any materials being removed. Deliver items to the Owner’s Representative as indicated in the Contract Documents. Notify owner in writing at least 7 days in advance of demolition.

1.16 EXISTING CONDITIONS

A. Where permitted or required in the Instructions to Bidders, visit the site prior to bidding to become familiar with existing conditions and other factors which may affect the execution of the Work.

B. Demolition work required is noted on the Drawings. Specific scope of demolition work and operating conditions to be encountered shall be verified from on-site review and coordination with the Owner. Maintain service to existing equipment and devices to be retained in area adjacent to the existing areas scheduled for renovation.

C. Be aware of restricted space for installation of electrical systems. Include offsets and perform rerouting and coordination to fit elements in available space. Include provisions for such requirements in bid.

D. Coordinate attachments to structure to verify that attachment points on equipment and structure can accept seismic, weight, and other loads imposed.

E. Special Protection: Exercise maximum precaution to provide positive protection for the existing building and equipment from damage of any kind. Mark and protect equipment and systems from the activities of other trades.

F. Field conditions specified in this Section apply to all Work in Division 26. Field conditions applicable to only a single product's selection and installation should be specified in the product's Section.

G. Cutting and Patching: Conform to the requirements of Division 01. Keep cutting and patching to a minimum. Finish materials to match existing work.

H. Measurements: Verify field measurements for equipment space requirements prior to submitting Shop Drawings for approval.

I. Roughing-In Dimensions: Obtain roughing-in dimensions for equipment from approved Shop Drawings or actual equipment measurements.

J. Manufacturer's Installation Instructions: Follow manufacturer's written instructions where furnished. If the details are in conflict with the Drawings, notify Engineer for resolution.

K. Accessibility: Install products which require periodic maintenance readily accessible location.

L. Rejected Materials: Remove damaged or rejected materials from the site.

1.17 DEMONSTRATION

A. Subject system to operating tests as to demonstrate that systems will operate as indicated in the Contract Documents. If tests do not demonstrate satisfactory performance, correct deficiencies, and retest systems.

B. Unless otherwise directed by the Architect/Engineer, perform in presence of the Architect/Engineer and Owners Representative. Give 1 week notice prior to demonstration.

1.18 PROJECT RECORD DOCUMENTS

A. General Record Document Requirements: Comply with Division 01 and with additional requirements indicated in this article.

B. Record Drawings

1. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

    a. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally.
    b. Content: Types of items requiring marking include, but are not limited to, the following:
        1) Locations and depths of underground conduit.
        2) Revisions to routing of conduit.

3) Actual equipment locations.
4) Homerun locations.
5) Changes made by Change Order, Construction Change Directive.
6) Changes made following Architect/Engineer's written orders.

c. Mark record sets with red-colored pen. Use other colors to distinguish between changes for different categories of the Work at same location.
d. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
e. Keep marked up drawings readily available at project site.

2. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect/Engineer.

C. Record Specifications

1. Record Prints: Maintain one set of marked-up paper copies of the Contract specifications as modifications are issued.

a. Preparation: Mark record prints to show the proprietary name and model number of products, materials and equipment furnished, including substitutions and products selected.
b. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

2. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect/Engineer.

D. Record Product Data

1. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

a. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
b. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
c. Note related Change Orders, and record Drawings where applicable.

2. Format: Submit record Product Data as annotated PDF electronic file.

a. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

E. Recording and Maintenance

1. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

2. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect/Engineer's reference during normal working hours.

1.19 OPERATION AND MAINTENANCE MANUALS

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Include operation and maintenance information for all equipment.

C. Collect information into a single submittal for each division.

D. Submit in PDF electronic file format. Bookmarks provided for each section. Bookmark names for each section shall be “Section Name_Product Name.”

E. Submit Product Data in the following format:

1. PDF electronic file.

a. Separate file for Division 26, 27, and 28. Bookmarks provided for each category and product. Bookmark names for each product shall be “Category_Product Name.”
b. Include cover page with system, project, general contractor, electrical contractor, architect, engineer and date of project final completion.

F. Include the following categories:

1. Product data (compiled final submittal package).
2. Parts list: Include local source of parts.
3. Start-up procedures and completed start-up forms.
4. Operation data.
5. Maintenance schedule and procedures.
6. Repair procedures and sources.
7. Troubleshooting guide.
8. Service contracts.
9. Field quality control test reports.
10. Warranties.

1.20 TRAINING

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Training shall not commence until the completion of the Division 26, 27, and 28 installation and the Operation and Maintenance manual review and approval.

C. Conduct hands on training during the operation of Division 26, 27, and 28 systems operation.

D. Video record demonstration and training sessions.

E. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season. Schedule training with Owner with at least seven days' advance notice.

1.21 COMMISSIONING SUPPORT

A. Comply with requirements specified in Division 01.

B. Submit the manufacturer's installation & startup manual as a part of the initial equipment submittal to the CxA for approval.

C. Submit the manufacturer's operating and maintenance manual as a part of the initial equipment submittal to the CxA for development of checklists and functional tests.

D. Assist in developing the final functional test procedures as specified in Sections 019113, 260800 and 280800 and related sections.

E. Provide authorized startup technician or qualified technician/programmer to perform/demonstrate functional performance testing as specified in Sections 019113, 260800 and 280800 and related sections.

F. Provide building commissioning support as specified in Sections 019113, 260800 and 280800 and related sections.

1.22 CLOSEOUT

A. Comply with Division 01 and with additional requirements indicated in this article.

B. Submit written certification that the work has been fully completed in strict accordance with plans and specifications.

C. Fee for electrical punch list work includes two final construction reviews. The first after the contractor's written certification. The second after written certification from the Contractor that the deficiencies noted during the first review have been corrected. If additional reviews are required due to the Contractor's failure to correct the deficiency, the Engineer will be compensated on a time and material basis. Compensation for additional reviews will be deducted from final payment to the Contractor.

D. Contractor shall be responsible for managing the response, troubleshooting and resolution of system operational concerns identified as part of commissioning and project closeout process. Types of activities shall include, but are not limited to, coordinating responsible parties for management tracking and resolution of the Cx Issues log and response to occupant light level complaints and/or equipment operational concerns. General Contractor shall appropriately respond to system operational concerns with relevant subcontractor stakeholders present for investigation at the job site and provide documented findings and response prior to requesting additional input and support of the A/E team.

1.23 WARRANTY

A. Conform to the requirements of Division 01.

B. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

C. One-year Warranty to commence after final acceptance. Extend all warranties from initial start-up to final completion while the project is under construction, but in use by the occupant.

D. Contractor to comply with additional warranty requirements of Division 26.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 PARTICIPATION IN PROJECT COMMISSIONING

A. Assist in developing the final functional test procedures as specified in Sections 019113, 260800 and 280800 and related sections.

B. Provide authorized startup technician or qualified technician/programmer to perform/demonstrate functional performance testing as specified in Sections 019113, 260800 and 280800 and related sections.

C. Provide building commissioning support as specified in Sections 019113, 260800 and 280800 and related sections.

END OF SECTION 260010

SECTION 260050 – BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes: anchors, fasteners, nameplates, labels, sealing, and firestopping.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Submit anchors and fasteners. Include rated load and pull-out strengths.
2. Submit nameplates, labels, and marker types fore equipment, devices, and wiring. Group the list by type of equipment, device, and wiring. Include material type and thickness, font type, size, vertical and horizontal spacing (tracking), number of rows, colors, and other specified features.
3. Submit firestopping. Include manufacturer’s instructions showing approved and prohibited installation methods.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this Section with minimum 3 years documented experience and with service facilities within 100 miles of project.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32 inch diameter holes at a maximum of 8 inch on center in at least one surface.

1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
2. Material for Channel, Fittings, and Accessories: Galvanized steel.
3. Channel Width: Selected for applicable load criteria.
4. Metallic Coatings: Hot-dip galvanized after fabrication.

B. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Anchor Bolts:

1. Anchor Bolts (Expansion Type): Type 304 stainless steel construction; with impact section on the end of the bolt.
2. Anchor Bolts (Adhesive Type): Two-part adhesive cartridge and zinc plated Type A307 steel threaded rod assembly with ASTM A194 nut; IBC compliant.
3. Comply with the VOC limit requirements of the Puget Sound Pollution Control Agency.
4. Pound-in lead anchors not allowed.

2.2 NAMEPLATES

A. Provide phenolic plastic nameplates for each item specified in the technical Sections or shown on the drawings. Items requiring nameplates include but are not limited to the following.

1. Switchgear and switchboards.
2. Panelboards.
3. Equipment enclosures.
4. Relays.
5. Switches.
6. Devices.

B. Colors:

1. Matte black background with white letters for normal power.
2. Matte red background with white letters for emergency power.

C. Letter Size: 1/4 inch minimum.

D. Legend: Provide nameplates with identification and other information as shown on the Drawings.

E. Identify electrical components as follows.

1. Nameplate for each electrical distribution and control equipment enclosure.
2. Nameplate for disconnect switches and motor starters shall identify source panel, voltage, load served, and fuse sizes.
3. Nameplate for circuit breakers in the main service switchboard and distribution panelboards shall identify the load served.
4. Nameplate for panelboards shall identify the voltage and source panel.
5. Nameplate for transformer shall identify the source panel, voltage, rating, and the panel being served.

2.3 LABELS

A. Description: Embossed adhesive tape, with 3/8 inch letters on white background.

B. Colors: Black letters for normal power circuits. Red letters for emergency power circuits.

C. Identify electrical components as follows.

1. Label for receptacles and control device stations with panel and circuit number.
2. Wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes and each load connection.
3. Label outlet and junction boxes with panel and circuit number.
4. Raceway marker for each raceway longer than 6 feet.

2.4 SEALING AND FIRESTOPPING

A. General:

1. Refer to requirements listed in 078400 “Firestopping”.
2. Furnish UL 1479 products and systems listed for the application.
3. Select products with rating not less than rating of wall or floor being penetrated.

B. Fire and Smoke Rated Surfaces:

1. Fire barrier wrap strips, composite sheet, and intumescent sealant.

C. Non-Rated Surfaces:

1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where conduit is exposed.
2. For exterior wall openings below grade, furnish modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill annular space between conduit and cored opening or water-stop type wall sleeve.

D. For interior wall or floor openings, furnish caulking and sealant to effect seal.

1. Refer to requirements in 079200 “Joint Sealants.”

2.5 PAINTING

A. General: Painting of work specified in electrical sections, which is exposed, including exterior electrical work, is specified in Division 09.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify installation conditions as satisfactory to receive work of the various sections. Do not install until unsatisfactory conditions are corrected.

B. Demolition Drawings are based on field observation and existing record documents. Report discrepancies to Engineer before performing the Work.

C. Contractor accepts existing conditions upon beginning the Work.

D. Maintain access to existing installations which remain active. Maintain NEC required working space around and above electrical equipment.

3.2 INSPECTIONS

A. Confirm that installations have been inspected before enclosure within building features, buried, or otherwise hidden from view. Pay costs associated with uncovering or exposing installations and features not previously inspected and for repair to exposed surfaces.

3.3 PREPARATION

A. Protect surrounding areas and surfaces to prevent damage throughout the project.

B. Obtain equipment roughing-in dimensions from approved Shop Drawings or actual measurements.

C. Review Architectural, Mechanical and other applicable drawings and applicable Shop Drawings to become familiar with the location of other trade's equipment. Eliminate conflicts. Check door swings before installing equipment. Relocate electrical devices and connections as directed by the A/E at no additional cost to the Owner if the work is not properly coordinated.

D. Layout electrical work in advance of construction to eliminate unnecessary cutting, drilling, channeling, and similar activities.

3.4 EXISTING WORK

A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.

B. Remove, relocate, and extend existing installations to accommodate new construction.

C. Remove exposed abandoned grounding and bonding components, fasteners and supports, and electrical identification components, including abandoned components above accessible ceiling finishes. Cut embedded support elements flush with walls and floors. Patch surfaces damaged by removal of existing components.

D. Provide temporary connections to maintain existing systems in service during construction. When work must be performed on energized equipment, use personnel experienced in such operations and perform the work in accordance with laws, rules, and regulations.

E. Repair adjacent construction and finishes damaged during demolition and extension work.

3.5 INSTALLATION

A. Install Work as specified and in accordance with the Drawings and manufacturer's instructions. Where these conflict, manufacturer's instructions govern.

B. Provide block-outs, sleeves, demolition work, and similar items required for installation of Work specified in this division.

C. Repair damage to building and equipment at no additional cost to the Owner.

3.6 WORKMANSHIP

A. Work and materials will be subject to observation at any time by the Engineer and Owner.

B. Install material and equipment in accordance with manufacturer's instructions. Provide all necessary equipment required.

C. Cutting and Patching: Do not weld to, cut, or notch structural members. Restore surfaces neatly to original condition after cutting, channeling, chasing, and drilling of walls, partitions, ceilings, paving, and anchorage of conduit, raceways, and other electrical equipment.

3.7 CLEANING

A. Clean equipment, conduit, and fittings and remove packing cartons and other debris created by Division 26 Work.

B. Before Substantial Completion, carefully clean equipment, fixtures, exposed raceways and similar items. Remove construction labels, dirt, cuttings, paint, plaster, mortar, concrete, and similar items.

3.8 PROTECTION

A. Protect equipment during and after electrical hookup, painting, and final testing.

END OF SECTION 260050

SECTION 260519 – WIRE AND CABLE (600V AND LESS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes: Building wire, wire markers, connectors, and connections.

1.3 ACTION SUBMITTALS

A. Product Data: Submit for each type of product.

1.4 COORDINATION

A. Wire and cable routing is not shown on the drawings. Determine routing and lengths required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Description: Flexible, insulated, and uninsulated, drawn copper current-carrying wire with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Minimum size for power circuits is 12 AWG.

C. Aluminum and copper clad wires are not permitted.

D. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

E. Conductors: Copper, complying with ASTM B8 for stranded conductors.

F. Conductor Insulation:

1. Type THHN and Type THWN: Comply with UL 83.
2. Type XHHW-2: Comply with UL 44.

G. Color-Coding:

1. Branch and feeder circuit conductors shall be uniquely color-coded per phase.
2. Color shall be factory applied for conductors 8 AWG and smaller, or colored tape field applied for sizes No. 6 AWG and larger if authorities having jurisdiction permit.
3. Colors for 208/120-V Circuits:

   a. Phase A: Black.
   b. Phase B: Red.
   c. Phase C: Blue.

4. Colors for 480/277-V Circuits:

   a. Phase A: Brown.
   b. Phase B: Orange.
   c. Phase C: Yellow.

5. Color for Neutral: White 208/120V or gray for 480/277V.
6. Color for Equipment Grounds: Green for 6 AWG and smaller. Green tape for 4 AWG and larger that is visible at ends and connections.

2.2 WIRE MARKERS

A. Description: Cloth tape, split sleeve, or tubing type wire markers.

B. Legend:

1. Power and Lighting Circuits: Branch circuit or feeder number.
2. Control Circuits: Control wire number as indicated on shop drawings.

2.3 CONNECTORS

A. Split Bolt:

1. Manufacturers:

   a. Burndy.
   b. Panduit.
   c. Thomas & Betts.
   d. Approved.

2. Material: Copper or Bronze.

B. Compression:

1. Manufacturers:

a. Burndy.
b. Panduit.
c. Thomas & Betts.
d. Approved.

2. Material: Copper or Bronze.
3. 8 AWG and smaller: insulated barrel, indenter type.
4. 6 AWG and larger: High pressure strand deforming circumferential compression type.

C. Spring Wire:

1. Manufacturers:

a. Ideal.
b. 3M.
c. Approved.

PART 3 - EXECUTION

3.1 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type XHHW-2, single conductors in raceway.

B. Exposed Conductors: Type XHHW-2, single conductors in raceway.

C. Conductors Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway smaller than No. 2 AWG; Type XHHW-2, single conductors No. 2 AWG and larger.

D. Conductors Concealed in Concrete, below Slabs-on-Grade, and Underground: Type XHHW-2, single conductors in raceway.

3.2 PREPARATION

A. Verify any work likely to damage wires and cables has been completed.

B. Verify all raceway installation is complete and supported.

C. Completely and thoroughly swab raceway prior to wire and cable installation.

3.3 EXISTING WORK

A. Disconnect and remove abandoned wires and cable.

B. Protect and maintain access to existing wires, cables, and connections to remain.

C. Extend existing circuits using materials and methods specified.

D. Clean and repair existing wires and cable to remain or to be reinstalled.

3.4 INSTALLATION, GENERAL

A. Comply with NECA 1.

B. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

C. Complete raceway installation between wire and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

D. Provide dedicated neutral for all 277V and 120V circuits.

E. Building wire installed inside boxes, equipment, and panelboards shall be neat and organized.

F. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

G. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

H. Pull conductors into raceway at the same time.

I. Use pulling equipment to install building wire 4 AWG and larger.

3.5 INSTALLATION, CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material to carry full ampacity of conductors with perceptible rise in temperature.

C. Install electrical tape on uninsulated conductors and connectors to 150 percent of the insulation rating of the conductor.

D. Install split bolt connectors for 8 AWG and larger.

E. Install spring wire connectors for 10 AWG and smaller.

F. Install crimp-on fork terminals for device terminations. Do not install bare stranded conductors directly under screws.

END OF SECTION 260519

SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Coordination Drawings: Plans showing dimensioned locations of grounding features specified in "Field Quality Control" Article.

C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.

B. In addition to items specified in Section 260010 "Electrical Provisions" include the following:

1. Plans showing as-built, dimensioned locations of system described in "Field Quality Control" Article.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Stranded Conductors: ASTM B8.

C. Sizes and types of conductors in four subparagraphs below are typical examples. 28 kcmil bonding cable in "Bonding Cable" Subparagraph below is slightly larger than No. 6 AWG.

D. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

2.2 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Mechanical-Type Bus-Bar Connectors: Cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install stranded conductors.

B. Grounding Conductors: Green-colored insulation with continuous yellow stripe.

C. Conductor Terminations and Connections:

D. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Receptacle circuits.
3. Single-phase motor and appliance branch circuits.
4. Three-phase motor and appliance branch circuits.
5. Flexible raceway runs.

3.3 INSTALLATION

A. General:

1. Provide bonding in accordance with the National Electrical Code as adopted by the Authority Having Jurisdiction.
2. Install grounding connections in accordance with their UL listing.
3. Where the grounding materials and methods specified and shown exceed that of the National Electrical Code and the Authority Having Jurisdiction, the materials and methods specified and shown shall be used.
4. Mechanical connections shall be accessible.
5. Tighten accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS. Bolt torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS.

B. Equipment grounding conductors:

1. Isolated Grounding Conductors: Install separate, insulated isolated grounding conductor for circuits supplying all TVSS receptacles. Insulation color shall be green with yellow stripes.
2. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
3. In panelboards or switchboards, identify each ground conductor by circuit number.

3.4 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
3. Grounding system will be considered defective if it does not pass tests and inspections.
4. Prepare test and inspection reports.
5. Excessive Ground Resistance: If resistance to ground exceeds recommended values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260533 – RACEWAY AND BOXES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Electrical Metallic Tubing (Type EMT) raceways.
2. Electrical Rigid Metal Conduit (Type ERMC) raceways.
3. Flexible Metal Conduit (Type FMC) raceways.
4. Liquid-tight Flexible Metal Conduit (Type LFMC) raceways.
5. Fittings for conduit, tubing, and cable.
6. Junction and pull boxes.

1.3 ACTION SUBMITTALS

A. Product Data: Submit for the following:

1. Type EMT raceways.
2. Type ERMC raceways.
3. Type FMC raceways.
4. Type LFMC raceways.
5. Surface mounted raceways.
6. Raceway fittings.
7. Junction and pull boxes.

PART 2 - PRODUCTS

2.1 ELECTRICAL METALLIC TUBING (TYPE EMT) RACEWAYS AND ELBOWS

A. General Characteristics: UL 797.

B. Material: Galvanized steel.

C. Minimum Trade Size: 3/4 inch, 1 inch for homeruns, unless noted otherwise.

D. Conduit Straps: Two-hole only.

2.2 ELECTRICAL RIGID METAL CONDUIT (TYPE ERMC) RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

A. General Characteristics: UL 6.

B. Material: Galvanized-Steel Electrical Rigid Metal Conduit, Elbows, Couplings, and Nipples.

C. Minimum Trade Size: 3/4 inch.

2.3 FLEXIBLE METAL CONDUIT (TYPE FMC) RACEWAYS

A. General Characteristics: UL 1.

B. Material: Interlocked steel.

C. Minimum Trade Size: 3/4 inch.

2.4 LIQUID-TIGHT FLEXIBLE METAL CONDUIT (TYPE LFMC) RACEWAYS

A. General Characteristics: UL 360.

B. Material: Steel.

C. Minimum Trade Size: 3/4 inch.

2.5 FITTINGS FOR CONDUIT, TUBING, AND CABLE

A. Fittings for Type ERMC Raceways:

1. General Characteristics: UL 514B.
2. Material: Steel.
3. Coupling Method: Rain-tight compression couplings for exterior conduit. Setscrew coupling for interior conduit. Setscrew couplings with only single screw per conduit are unacceptable.
4. Conduit Straps: Provide heavy duty two-hole strap for all raceways.

B. Fittings for Type EMT Raceways:

1. General Characteristics: UL 514B.
2. Material: Steel.
3. Coupling Method: Rain-tight compression couplings for exterior conduit. Setscrew coupling for interior conduit. Setscrew couplings with only single screw per conduit are unacceptable.
4. Conduit straps: Provide heavy duty two-hole strap for all raceways.

C. Fittings for Type FMC and Type LFMC Raceways:

1. General Characteristics: UL 514B.

2.6 JUNCTION AND PULL BOXES

A. Indoor Sheet Metal Junction and Pull Boxes:

1. Description: Sheet metal box with a blank cover that serves the purpose of joining different runs of raceway or cable.
2. NEMA OS 1 and UL 50.
3. Galvanized steel.
4. Minimum size: 4 inches square by 2-1/8 inches deep.

B. Outdoor Sheet Metal Cabinets:

1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.

C. Outdoor Sheet Metal Cutout Boxes:

1. Description: Enclosure that has swinging doors or covers secured directly to and telescoping with walls of enclosure.

D. Outdoor Sheet Metal Junction and Pull Boxes:

1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.

PART 3 - EXECUTION

3.1 SELECTION OF RACEWAYS

A. Outdoors:

1. Exposed: Type ERMC.
2. Concealed Aboveground: ERMC, EMT.
3. Direct Buried: PVC-40.
4. Concrete Encased Not in Trench: PVC-40.
5. Concrete Encased in Trench: PVC-40.

B. Indoors:

1. Exposed: ERMC, EMT.
2. Concealed in Ceilings and Interior Walls and Partitions: EMT.
3. Damp or Wet Locations: ERMC.

C. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.

1. ERMC and IMC: Provide threaded type fittings unless otherwise indicated.

3.2 SELECTION OF BOXES AND ENCLOSURES

A. Degree of Protection:

1. Outdoors:

a. Type 3R unless otherwise indicated.

2. Indoors:

a. Type 1 unless otherwise indicated.

3.3 PREPARATION

A. Verify locations, routing, and termination locations of raceway and boxes prior to rough-in.

3.4 EXISTING WORK

A. Disconnect and remove abandoned raceway and boxes back to source.

B. Protect and maintain access to existing raceway and boxes to remain. Repair existing raceway and boxes that become damaged during the project.

C. Extend existing raceway and boxes as necessary using materials and methods specified.

D. Clean and repair existing raceway and boxes to remain or to be reinstalled.

3.5 INSTALLATION OF RACEWAYS

A. Installation Standards:

1. Comply with NECA NEIS 101 for installation of steel raceways.
2. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
3. Install interconnecting conduit between devices and equipment to complete equipment wiring requirements.
4. Ground and bond raceway.
5. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to trade size 1-1/4 and insulated throat metal bushings on trade size 1-1/2 and larger conduits terminated with locknuts.

B. Raceway Terminations at Locations Subject to Moisture or Vibration:

1. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.

C. General Requirements for Installation of Raceways:

1. Complete raceway installation before starting conductor installation.
2. Size conduit so that fill does not exceed 40 percent.
3. Do not install more than six 12 AWG conductors in 3/4 inch raceways.
4. Support raceway using coated steel straps, lay-in adjustable hangers, clevis hanger, and split hangers.
5. Do not support raceway with wire used for temporary supports.
6. Do not support raceway to other piping or HVAC systems.
7. Install EMT for general wiring.
8. Install raceway parallel and perpendicular to walls in a neat and organized route.
9. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft above finished floor.
10. Install no more than equivalent of three 90-degree bends in conduit run, except for control wiring conduits, for which no more than equivalent of two 90-degree fewer bends are permitted. Support within 12 inch of changes in direction.
11. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
12. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
13. Support conduit within 12 inch of enclosures to which attached.
14. See the Evaluations for discussion of types of and locations for raceway seals. Seals with listed sealing compound in first subparagraph below are for hazardous area sealing. Seals for raceway interiors in second subparagraph are for environment changes.
15. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
16. Do not install conduits within 2 inch of the bottom side of a metal deck roof.
17. Keep raceways at least 12 inch away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
18. Cut conduit perpendicular to the length. For conduits trade size 2 and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
19. Install suitable pull wires in empty raceways. Leave at least 12 inch of slack at both ends of pull wire.
20. Cap ends and unused openings in raceway to protect against dirt and moisture.
21. Install junction box with drain fitting at low points in conduit run to avoid moisture traps.
22. Permanent anchors such as nails, nylon, or lead nail expansion anchors are not permitted. Anchors must be able to be removed by screw or bolt.
23. Install expansion and deflection fittings where raceway crosses seismic, control, and expansion joints.

3.6 INSTALLATION OF BOXES AND ENCLOSURES

A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.

B. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box, whether installed indoors or outdoors.

C. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

D. Locate boxes so that cover or plate will not span different building finishes.

E. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.

F. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.

G. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.

H. Set metal floor boxes level and flush with finished floor surface.

I. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

J. Do not install aluminum boxes, enclosures, or fittings in contact with concrete or earth.

K. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.

L. Boxes and Enclosures in Areas or Walls with Acoustical Requirements and Exterior Penetrations:

M. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.

N. Provide gaskets for wallplates and covers.

3.7 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.8 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

3.9 CLEANING

A. Boxes: Remove construction dust and debris from junction boxes, pull boxes, and device boxes before installing covers.

END OF SECTION 260533

SECTION 260548 – VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Elastomeric isolation pads.
2. Restraints - rigid type.
3. Restraints - cable type.
4. Restraint accessories.
5. Post-Installed concrete anchors.
6. Concrete inserts.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated load capacity for each seismic-restraint device.
2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic-restraint component used.
3. Annotate to indicate application of each product submitted and compliance with requirements.

B. Shop Drawings:

1. Detail fabrication and assembly of equipment bases.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated Design Submittal for Each Seismic-Restraint Device: Signed and sealed by qualified structural professional engineer.

1. For each seismic-restraint device, including restraint accessory, and concrete anchor that is required by this Section or is indicated on Drawings, submit the following:

a. Seismic Restraints: Select seismic restraints complying with performance requirements, design criteria, and analysis data.

b. Post-Installed Concrete Anchors and Inserts: Include calculations showing anticipated seismic loads. Include certification that device is approved by an NRTL for seismic reinforcement use.
c. Seismic Design Calculations: Submit input data and loading calculations prepared under "Seismic Design Calculations" Paragraph in "Performance Requirements" Article.

2. Seismic-Restraint Detail Drawings: Signed and sealed by qualified structural professional engineer.

a. Design Analysis: To support selection and arrangement of seismic and wind-load restraints. Include calculations of combined tensile and shear loads.
b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.

3. Product Listing, Preapproval, and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic-Restraint Device Load Ratings: Devices to be tested and rated in accordance with applicable code requirements and authorities having jurisdiction. Devices to be listed by a nationally recognized third party that requires periodic follow-up inspections and has a listing directory available to the public. Provide third-party listing by one or more of the following: an agency acceptable to authorities having jurisdiction.

B. Consequential Damage: Provide additional seismic restraints for suspended components or anchorage of floor-, roof-, or wall-mounted components so that failure of a non-essential or essential component will not cause failure of any other essential building component.

C. Fire/Smoke Resistance: Seismic-restraint devices that are not constructed of ferrous metals must have a maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested by an NRTL in accordance with ASTM E84 or UL 723, and be so labeled.

D. Component Supports:

1. Load ratings, features, and applications of reinforcement components must be based on testing standards of a nationally recognized testing agency.

2.2 ELASTOMERIC ISOLATION PADS

A. Elastomeric Isolation Pads:

1. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
2. Size: Factory or field cut to match requirements of supported equipment.
3. Pad Material: Oil and water resistant with elastomeric properties. Neoprene rubber, silicone rubber, or other elastomeric material.
4. Surface Pattern: Smooth, ribbed, or waffle pattern.
5. Infused nonwoven cotton or synthetic fibers.
6. Load-bearing metal plates adhered to pads.

2.3 RESTRAINTS - RIGID TYPE

A. Description: Shop- or field-fabricated bracing assembly made of ANSI/AISI S110-07-S1 slotted steel channels, ANSI/ASTM A53/A53M steel pipe, or other rigid steel brace member. Includes accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.4 RESTRAINT ACCESSORIES

A. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and restraint cables.

B. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.

C. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.

D. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

2.5 POST-INSTALLED CONCRETE ANCHORS

A. Mechanical Anchor Bolts:

1. Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength for anchor and as tested according to ASTM E488/E488M.

B. Adhesive Anchor Bolts:

1. Drilled-in and capsule anchor system containing PVC or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E488/E488M.

C. Provide post-installed concrete anchors that have been prequalified for use in seismic and wind-load applications.

1. Prequalify post-installed anchors in concrete in accordance with ACI 355.2 or other approved qualification testing procedures.
2. Prequalify post-installed anchors in masonry in accordance with approved qualification procedures.

2.6 CONCRETE INSERTS

A. Provide preset concrete inserts that are seismically prequalified in accordance with ICC-ES AC446 testing.

B. Comply with MSS SP-58.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and equipment to receive seismic control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for reinforcement and cast-in-place anchors to verify actual locations before installation.

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

3.2 APPLICATIONS

A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.

B. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry static and seismic loads within specified loading limits.

3.3 INSTALLATION OF SEISMIC-RESTRAINT DEVICES

A. Provide seismic restraint devices for systems and equipment where indicated in Equipment Schedules or Seismic and Wind-Load Controls Schedule, where indicated on Drawings, where the Specifications indicate they are to be installed on specific equipment and systems, and where required by applicable codes.

1. Install equipment and devices to withstand the effects of earthquake motions.

B. Coordinate location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork specified in Division 03.

C. Installation of seismic and wind-load restraints must not cause any stresses, misalignment, or change of position of equipment or conduits.

D. Equipment Restraints:

1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
2. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.

E. Raceway, Cable, Wireway, Cable Tray, and Busway Support and Hanger Restraints:

1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
2. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.
3. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch (3.2 mm).
4. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction] providing required submittals for component.

F. Install cables so they do not bend across edges of adjacent equipment or building structure.

G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.

H. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.

I. Post-Installed Concrete Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.

2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Mechanical-Type Anchor Bolts: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors must be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Adhesive-Type Anchor Bolts: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Set anchors to manufacturer's recommended torque using a torque wrench.
6. Install zinc-coated steel anchors for interior and stainless steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where connection is terminated to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
4. Test no fewer than four of each type and size of installed anchors and fasteners selected by Architect.
5. Test to 90 percent of rated proof load of device.

B. Nonconforming Work:

1. Seismic controls will be considered defective if they do not pass tests and inspections.
2. Remove and replace malfunctioning units and retest as specified above.

C. Prepare test and inspection reports.

END OF SECTION 260548

SECTION 260923 – LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Photocells.
2. Occupancy sensors.
3. Wall switches.
4. Wall plates.

1.3 ACTION SUBMITTALS

A. Product Data:

1. For each type of product.

B. Shop Drawings:

1. Show installation details for the following:

a. Lighting control panels, photocells, occupancy sensors, and wall switches.

2. Interconnection diagrams showing field-installed wiring.
3. Include diagrams for power, signal, and control wiring.

C. Field quality-control reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Leviton.

B. Lutron.

C. Current NX.

D. Approved.

2.2 PHOTOCELLS

A. Description: Sensing daylight and electrical lighting levels, the system adjusts the indoor electrical lighting levels. As daylight increases, lights are dimmed.

B. Finish: white.

C. Mounting: ceiling.

D. Exterior rated.

E. Lighting control set point is based on the following two lighting conditions:

1. When no daylight is present (target level).
2. When significant daylight is present.

F. System programming is done with two tools.

1. Initial setup via PC with appropriate software.
2. Wireless hand-held configuration tool.

G. Electrical Components, Devices, and Accessories:

1. Listed and labeled in accordance with NFPA 70, by a qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
2. Sensor Output: compatible dimming protocol to operate luminaires. Sensor is powered by controller unit.
3. Light-Level Sensor Setpoint Adjustment: setpoint levels per drawings.

2.3 OCCUPANCY SENSORS

A. Ceiling-mounted, state indoor occupancy sensors.

B. Dual technology type; detect occupants in coverage area using PIR and ultrasonic detection methods.

C. Exterior rated.

D. Hardwired connection to switch and lighting control system.

E. Listed and labeled in accordance with NFPA 70, by a qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.

F. Operation: Occupancy Sensor: Unless otherwise indicated, turn lights on when coverage area is occupied, and turn them off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 30 minutes.

G. Indicator: LED visual means to show when motion is detected during testing and normal operation of sensor.

H. Bypass Switch: Override the "on" function in case of sensor failure.

2.4 WALL SWITCHES

A. Switches:

1. NEMA WD 1 and UL 20.
2. Color: white.
3. Voltage: Line voltage.
4. Configuration: Toggle on/off.

2.5 WALL PLATES

A. Decorative Cover Plate: Lined, 302 stainless steel.

B. Jumbo Cover Plate: Lined, 302 stainless steel.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine lighting control devices before installation. Reject lighting control devices that are wet, moisture damaged, or mold damaged.

B. Examine walls and ceilings for suitable conditions where lighting control devices will be installed.

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

3.2 INSTALLATION

A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.

B. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's instructions.

C. Wiring Method: Comply with Section 260519 "Wire and Cable (600V and Less)."

D. Wiring within Enclosures: Separate power-limited and nonpower-limited conductors in accordance with conductor manufacturer's instructions.

E. Size conductors in accordance with lighting control device manufacturer's instructions unless otherwise indicated.

F. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, device, and outlet boxes; terminal cabinets; and equipment enclosures.

G. Install devices plumb, square and level.

H. Install switches with OFF position down. Install 3- and 4-way switches so that the circuit is OFF with all switch handles in the down position.

I. Install wall dimmers to achieve full rating after derating for ganging as instructed by manufacturer.

J. Do not share neutral conductor on load side of dimmers.

K. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.

3.3 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

B. Nonconforming Work:

1. Lighting control devices will be considered defective if they do not pass tests and inspections.
2. Remove and replace defective units and retest.

C. Prepare test and inspection reports.

3.4 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting lighting control devices to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

1. For occupancy and motion sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.

END OF SECTION 260923

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Branch-circuit panelboards.
2. Disconnecting and overcurrent protective devices.
3. Identification.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

1. Include materials, switching and overcurrent protective devices, SPDs, accessories, and components indicated.
2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: ISO 9001 or ISO 9002 certified.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Remove loose packing and flammable materials from inside panelboards.

B. Handle and prepare panelboards for installation according to NEMA PB 1.

PART 2 - PRODUCTS

2.1 BRANCH-CIRCUIT PANELBOARDS

A. Existing Manufacturers:

1. Eaton.

B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.

2.2 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:

a. Inverse time-current element for low-level overloads.
b. Instantaneous magnetic trip element for short circuits.
c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

2. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip) as indicated on Schedules.
3. Common trip handle for all poles.
4. Type SWD for lighting circuits.
5. Type HACR for air conditioning equipment circuits.
6. Tandem circuited breakers are prohibited.

2.3 IDENTIFICATION

A. Panelboard Label: Provide phenolic label as indicated in 260050 Basic Electrical Materials and Methods on front of panelboard.

B. Manufacturer’s label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

C. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

D. Circuit Directory: Computer-generated circuit directory mounted inside panelboard door with transparent plastic protective cover.

1. Circuit directory shall identify specific purpose with detail sufficient to distinguish it from all other circuits.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify actual conditions with field measurements prior to ordering panelboards to verify that equipment fits in allocated space in, and comply with, minimum required clearances specified in NFPA 70.

B. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.

C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

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

3.2 EXISTING WORK

A. Maintain access to existing panelboard remaining active and requiring access.

B. Protect existing panelboards remaining in service from damage during demolition and during construction.

C. Clean existing panelboards to remain of all dust and debris during demolition and during construction. Repair existing panelboards of any damage caused during demolition and during construction.

3.3 INSTALLATION

A. Comply with NECA 1.

B. Install overcurrent protective devices and controllers not already factory installed.

C. Set field-adjustable, circuit-breaker trip ranges.

D. Tighten bolted connections and circuit breaker connections using calibrated torque wrench or torque screwdriver per manufacturer's written instructions.

E. Make grounding connections and bond neutral for services and separately derived systems to ground. Make connections to grounding electrodes, separate grounds for isolated ground bars, and connections to separate ground bars.

F. Install filler plates in unused spaces.

3.4 IDENTIFICATION

A. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

3.5 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test continuity of each circuit.

C. Panelboards will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.6 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262416

SECTION 262726 – WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Switches.
2. Receptacles.
3. Wall plates.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Switches.
2. Receptacles with GFCI device.

PART 2 - PRODUCTS

2.1 SWITCHES

A. Toggle Switch:

B. Reference Standards: UL 20.

C. Device Color: White.

D. Heavy-duty, 120 V, 20 A.

2.2 RECEPTACLES

A. Manufacturers:

1. Hubbell.
2. Leviton.
3. Pass & Seymour.
4. Approved.

B. Weather-Resistant, Tamper-Resistant Duplex Straight-Blade Receptacle with GFCI Device:

1. Reference Standards: UL 498, and UL 943.
2. Device Color: White.
3. Heavy-duty, NEMA 5-20R.

2.3 WALL PLATES

A. Decorative Cover Plate: Lined, 302 stainless steel.

B. Jumbo Cover Plate: Lined, 302 stainless steel.

C. Weatherproof Cover Plate: Gasketed cast metal plate with hinged and gasketed device cover. Provide devices UL listed for use in “wet locations with plug in-use”.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receptacles:

1. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

3.2 INSTALLATION OF WIRING DEVICES

A. Comply with manufacturer's instructions.

B. Consult Architect for resolution of conflicting requirements.

C. Provide tamper-resistant type receptacles throughout entire facility for all new receptacles.

D. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number.
2. Mark cover or cover plate using hot, stamped, or engraved machine printing with black lettering, and provide durable wire markers or tags inside device box or outlet box.

E. Typical mounting heights:

1. Convenience receptacles: 18 inches above finished floor.
2. Coordinate with Architectural for mounting heights other than typical.

3.3 FIELD QUALITY CONTROL OF WIRING DEVICES

A. Inspect each wiring device for defects.

B. Verify each receptacle device is energized.

C. Test each receptacle device for proper polarity; record results of tests.

D. Test each GFCI receptacle device for proper operation.

E. Coordinate with the AHJ and Owner to facilitate inspection requirements prior to covering.

3.4 CLEANING

A. Clean exposed surfaces to remove splatters and restore finish.

3.5 PROTECTION

A. Devices:

1. Schedule and sequence installation to minimize risk of contamination of wires and cables, devices, device boxes, outlet boxes, covers, and cover plates by plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other materials.
2. After installation, protect wires and cables, devices, device boxes, outlet boxes, covers, and cover plates from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

B. Connectors, Cords, and Plugs:

1. After installation, protect connectors, cords, and plugs from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION 262726

SECTION 262813 - FUSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Cartridge fuses rated 600 V ac and less for use in the following:

a. Enclosed switches.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:

1. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.

a. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
b. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.

2. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
3. Current-limitation curves for fuses with current-limiting characteristics.
4. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse. Submit in PDF format.
5. Coordination charts and tables and related data.
6. Fuse sizes for elevator feeders and elevator disconnect switches.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01, include the following:

1. Ambient temperature adjustment information.

2. Current-limitation curves for fuses with current-limiting characteristics.
3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse used on the Project. Submit in PDF format.
4. Coordination charts and tables and related data.

1.5 MAINTENANCE MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

2.2 FUSES

A. Characteristics: Current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.

1. Type RK-1: non-time-delay and time delay.
2. Type RK-5.
3. Type CC: fast acting and time delay.
4. Type CD: fast acting and time delay.
5. Type J: fast acting and time delay.
6. Type L: fast acting and time delay.
7. Type G.

B. Comply with NEMA FU 1 for fuses.

C. Comply with NFPA 70.

D. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches for compliance with installation tolerances and other conditions affecting performance of the Work.

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

C. Commencement of work shall indicate Installer's acceptance of the areas and conditions as satisfactory.

D. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.

E. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.

1. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
2. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.

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

3.2 INSTALLATION

A. Coordinate layout and installation of switches and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Install individual wall-mounted switches tops at uniform height unless otherwise indicated.

C. Comply with NFPA 70 and NECA 1.

D. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

3.3 IDENTIFICATION

A. Label each enclosure with engraved laminated-plastic nameplate.

3.4 ADJUSTING

A. Adjust moving parts and operable components to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 262813

SECTION 262816 – ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Fusible switches.
2. Nonfusible switches.
3. Enclosures.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

1. Enclosure types and details for types other than NEMA 250, Type 1.
2. Current and voltage ratings.
3. Short-circuit current ratings (interrupting and withstand, as appropriate).
4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
5. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

B. Shop Drawings: For enclosed switches and circuit breakers.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include wiring diagrams for power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals.

B. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Accredited by NETA.

B. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

C. Comply with NFPA 70.

2.2 FUSIBLE SWITCHES

A. Manufacturers:

1. Square D.
2. Eaton.
3. General Electric.
4. Siemens.
5. Approved.

B. Type HD, Heavy Duty:

1. UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate fuses.
2. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper neutral conductors.
3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.

D. Short Circuit Current Rating: UL listed for 200,000 rms symmetrical amperes when used with or protected by Class R fuses (30-600 ampere switches employing appropriate fuse rejection schemes).

2.3 NONFUSIBLE SWITCHES

A. Manufacturers:

1. Square D.
2. Eaton.
3. General Electric.
4. Siemens.
5. Approved.

B. Type HD, Heavy Duty:

1. UL 98 and NEMA KS 1, horsepower rated.
2. Lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper neutral conductors.

2.4 ENCLOSURES

A. Enclosed Switches and Circuit Breakers:

1. UL 50, UL 489, NEMA AB 1, NEMA KS 1, and NEMA 250 to comply with environmental conditions at installed location.

B. Enclosure Finish:

1. The enclosure shall be finished with manufacturer’s standard gray baked enamel paint.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.

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

C. Commencement of work shall indicate Installer's acceptance of the areas and conditions as satisfactory.

3.2 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.

3.3 INSTALLATION

A. Coordinate layout and installation of switches, circuit breakers, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.

C. Temporary Lifting Provisions: Remove temporary lifting of eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

D. Install fuses in fusible devices.

E. Comply with NFPA 70 and NECA 1.

F. Height: 5 feet to operating handle.

G. Locate and install engraved plastic nameplates in accordance with Section 260050.

3.4 FIELD QUALITY CONTROL

A. Perform inspections and tests in accordance with NETA ATS.

END OF SECTION 262816

SECTION 265619 – LED EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Materials.
2. Finishes.
3. Luminaire support components.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of luminaire.

1. Arrange in order of luminaire designation.
2. Include data on features, accessories, and finishes.
3. Include physical description and dimensions of luminaire.
4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
5. Wiring diagrams for power, control, and signal wiring.
6. Photoelectric relays.
7. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.

B. Shop Drawings: For nonstandard or custom luminaires.

1. Include plans, elevations, sections, and mounting and attachment details.
2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.

C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For luminaires to include in operation and maintenance manuals.

1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.
2. Provide a list of all photoelectric relay types used on Project; use manufacturers' codes.

1.5 QUALITY ASSURANCE

A. Provide luminaires from a single manufacturer for each luminaire type.

B. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

1.7 FIELD CONDITIONS

A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.

B. Mark locations of exterior luminaires for approval by Architect prior to the start of luminaire installation.

1.8 WARRANTY

A. Comply with Section 260010.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Seismic Performance:

1. Luminaires shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

2.2 LUMINAIRE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.

C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.

D. UL Compliance: Comply with UL 1598 and listed for wet location.

E. Source Limitations:

1. Obtain luminaires from single source from a single manufacturer.
2. For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

F. Luminaire Schedule: Refer to Drawings for acceptable manufactures for each type of luminaire.

1. 1. Substitutions: Comply with the requirements of Division 01.

a. Samples: Furnish samples for each type of luminaire with the substitution request.

2.3 MATERIALS

A. Metal Parts: Free of burrs and sharp corners and edges.

B. Sheet Metal Components: Steel unless otherwise indicated. Form and support to prevent warping and sagging.

C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.

D. Housings:

1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
2. Provide filter/breather for enclosed luminaires.

E. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.

1. Label shall include the following lamp characteristics:

a. "USE ONLY" and include specific lamp type.
b. Lamp diameter, shape, size, wattage and coating.
c. CCT and CRI for all luminaires.

2.4 FINISHES

A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

EXECUTION

2.5 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.

C. Examine walls, roofs, and canopy ceilings for suitable conditions where luminaires will be installed.

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

2.6 TEMPORARY LIGHTING

A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is substantially complete, clean luminaires used for temporary lighting and install new lamps.

2.7 GENERAL INSTALLATION REQUIREMENTS

A. Comply with NECA 1.

B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.

C. Fasten luminaire to structural support.

D. Supports:

1. Sized and rated for luminaire weight.
2. Able to maintain luminaire position after cleaning and relamping.
3. Support luminaires without causing deflection of finished surface.
4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.

E. Wall-Mounted Luminaire Support:

1. Attached to structural members in walls.

F. Wiring Method: Install cables in raceways. Conceal raceways and cables.

G. Install luminaires level, plumb, and square with finished grade unless otherwise indicated. Install luminaires at height and aiming angle as indicated on Drawings.

H. Coordinate layout and installation of luminaires with other construction.

I. Adjust luminaires that require field adjustment or aiming.

2.8 CORROSION PREVENTION

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

B. Steel Conduits: Comply with Section 260533 "Raceways and Boxes for Electrical Systems."

2.9 FIELD QUALITY CONTROL

A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.

B. Perform the following tests and inspections:

1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
2. Verify operation of photoelectric controls.

C. Illumination Tests:

1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IES testing guide(s):

a. IES LM-5.
b. IES LM-50.
c. IES LM-52.
d. IES LM-64.
e. IES LM-72.

2. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.

D. Luminaire will be considered defective if it does not pass tests and inspections.

E. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

2.10 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain luminaires.

2.11 ADJUSTING

A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.

1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.

2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION 265619

SECTION 284621 – ADDRESSABLE FIRE-ALARM SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Existing fire-alarm system to be modified.
2. Fire-alarm addressable interface devices.

1.3 ACTION SUBMITTALS

A. Approved Permit Submittal: Submittals must be approved by authorities having jurisdiction prior to submitting them to Architect.

B. Product Data: For each type of product, including furnished options and accessories.

1. Include construction details, material descriptions, dimensions, profiles, and finishes.
2. Include rated capacities, operating characteristics, and electrical characteristics.

C. Shop Drawings: For fire-alarm system.

1. Comply with recommendations and requirements in "Documentation" section of "Fundamentals" chapter in NFPA 72.
2. Include plans, elevations, sections, and details, including details of attachments to other Work.
3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
4. Detail assembly and support requirements.
5. Include input/output matrix.
6. Include written statement from manufacturer that equipment and components have been tested as a system and comply with requirements in this Section and in NFPA 72.
7. Include performance parameters and installation details for each detector.
8. Provide control wiring diagrams for fire-alarm interface to spark detection system; coordinate location of detectors and access to them.
9. Locate detectors in accordance with manufacturer's written instructions.
10. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

D. Delegated Design Submittal: For notification appliances and smoke and heat detectors, in addition to submittals listed above, indicate compliance with performance requirements and design criteria, including analysis data signed and sealed by qualified professional engineer responsible for their preparation. Submit signed and sealed documentation to AHJ for fire alarm system review and permitting.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.

B. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following and deliver copies to authorities having jurisdiction:

1. Comply with "Records" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
2. Provide "Fire-Alarm and Emergency Communications System Record of Completion Documents" in accordance with "Completion Documents" Article in "Documentation" section of "Fundamentals" chapter in NFPA 72.
3. Complete wiring diagrams showing connections between devices and equipment. Each conductor must be numbered at every junction point with indication of origination and termination points.
4. Riser diagram.
5. Device addresses.
6. Provide "Inspection and Testing Form" in accordance with "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:

    a. Equipment tested.
    b. Frequency of testing of installed components.
    c. Frequency of inspection of installed components.
    d. Requirements and recommendations related to results of maintenance.

7. Manufacturer's user training manuals.
8. Manufacturer's required maintenance related to system warranty requirements.
9. Abbreviated operating instructions for mounting at FACU and each annunciator unit.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing work of this Section with minimum 5 years documented experience and approved by the manufacturer of the equipment.

1.6 WARRANTY

A. Comply with Section 260010.

PART 2 - PRODUCTS

2.1 EXISTING FIRE-ALARM SYSTEM TO BE MODIFIED

A. Existing Manufacturer:

1. Simplex 4100U by Johnson Controls.
2. Source Limitations for Fire-Alarm System and Components: Components must be compatible with, and operate as extension of, existing system. Provide system manufacturer's certification that components provided have been tested as, and will operate as, a system.

2.2 AUXILIARY DEVICES

A. Independent Fire Detection System: Monitor each existing independent detection subsystem, both for the presence of an alarm condition and for a trouble condition.

B. Addressable Control Modules: Supervised addressable relay (dry contact form C) for interfacing the control panel with other systems and devices, such as spark detection.

1. The module shall be UL listed as compatible with the control panel.
2. The supervision shall detect a short on the supervised circuit and shall prevent power from being applied to the circuit.

C. Addressable Supervisory Modules: The addressable interface (AI) device shall provide an addressable input interface to the FACP for monitoring normally open or normally closed contact devices such as independent smoke detection systems, relays for output function actuation, etc.

PART 3 - EXECUTION

3.1 SEQUENCING AND SCHEDULING

A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been tested and accepted. When new equipment is installed, label it "NOT IN SERVICE" until it is accepted. Remove labels from new equipment when put into service, and label existing fire-alarm equipment "NOT IN SERVICE" until removed from building.

B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

3.2 EXAMINATION

A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.

B. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.

C. Examine roughing-in for electrical connections to verify actual locations of connections before installation.

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

3.3 PREPARATION

A. Preinstallation Testing: Perform verification of functionality of installed components of existing system prior to starting work. Document equipment or components not functioning as designed.

B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service in accordance with requirements indicated:

C. Notify Architect and Owner no fewer than seven days in advance of proposed interruption of fire-alarm service.

D. Do not proceed with interruption of fire-alarm service without Architect's written permission.

E. Protection of In-Place Conditions: Protect devices during construction unless devices are placed in service to protect facility during construction.

3.4 INSTALLATION OF EQUIPMENT

A. Comply with NECA 305, NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."

B. Devices placed in service before other trades have completed cleanup must be replaced.

C. Devices installed, but not yet placed, in service must be protected from construction dust, debris, dirt, moisture, and damage in accordance with manufacturer's written storage instructions.

D. Connecting to Existing Equipment: Verify that existing fire-alarm system is operational before making changes or connections.

E. Connect new equipment to existing control panel in existing part of building.

F. Connect new equipment to existing monitoring equipment at supervising station.

G. Expand, modify, and supplement existing equipment as necessary to extend existing functions to new points. New components must be capable of merging with existing configuration without degrading performance of either system.

3.5 ELECTRICAL CONNECTIONS

A. Connect wiring in accordance with Section 260519 "Wire and Cable (600V and Less)."

B. Ground equipment in accordance with Section 260526 "Grounding and Bonding for Electrical Systems."

C. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.

D. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.

3.6 CONTROL CONNECTIONS

A. Install control and electrical power wiring to field-mounted control devices.

B. Install nameplate for each control connection, indicating field control panel designation and I/O control designation feeding connection.

3.7 PATHWAYS

A. Re-use existing fire alarm conduit where possible.

B. Where new fire alarm wiring is required, provide open-air fire alarm cabling above accessible ceilings and plenum rated cable in all plenum rated spaces.

C. Provide fire alarm cabling in conduit pathways above hard-lid ceilings, wall/floor penetrations, wet locations, and elsewhere required by IEBC, IBC, NFPA and local AHJ. Pathways shall be EMT.

D. Pathways above recessed ceilings and in inaccessible locations may be routed exposed.

E. In areas where conduit cannot be concealed, and as approved by the owner, surface mounted ivory color wire mold shall be used and sized as required, unless noted otherwise.

F. Exposed pathways located less than 96 inch above floor must be installed in EMT.

3.8 CONNECTIONS

A. Make addressable connections with supervised interface device to the following devices and systems. Install interface device less than 36 inch from device controlled. Make addressable confirmation connection when such feedback is available at device or system being controlled.

1. Supervisory connections at spark detection system.

3.9 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 270553 "Identification for Communications Systems."

3.10 FIELD QUALITY CONTROL

A. Field tests must be witnessed by Architect and Owner.

B. Administrant for Tests and Inspections:

1. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.
2. Administer and perform tests and inspections.

C. Tests and Inspections:

1. Visual Inspection: Conduct visual inspection prior to testing.
2. Inspection must be based on completed record Drawings and system documentation that is required by "Completion Documents, Preparation" table in "Documentation" section of "Fundamentals" chapter in NFPA 72.
3. Comply with "Visual Inspection Frequencies" table in "Inspection" section of "Inspection, Testing and Maintenance" chapter in NFPA 72; retain "Initial/Reacceptance" column and list only installed components.
4. System Testing: Comply with "Test Methods" table in "Testing" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
5. Test visible appliances for public operating mode in accordance with manufacturer's written instructions.
6. Factory-authorized service representative must prepare "Fire Alarm System Record of Completion" in "Documentation" section of "Fundamentals" chapter in NFPA 72 and "Inspection and Testing Form" in "Records" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
7. Reacceptance Testing: Perform reacceptance testing to verify proper operation of added or replaced devices and appliances.
8. Fire-alarm system will be considered defective if it does not pass tests and inspections.
9. Prepare test and inspection reports.
10. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
11. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

END OF SECTION 284621