



PROJECT MANUAL FOR:

**SAN JUAN ISLAND SCHOOL DISTRICT (SJISD)
MAINTENANCE SHED**

**SAN JUAN ISLAND SCHOOL DISTRICT #149
FRIDAY HARBOR, WASHINGTON**

BID SET 05.06.2026



SAN JUAN ISLAND SCHOOL DISTRICT #149
285 BLAIR AVENUE
PO BOX 458
FRIDAY HARBOR, WA 98250



SARAH BROWN ARCHITECTURE + DESIGN
3222 EAGLERIDGE WAY
BELLINGHAM, WA 98226
360.920.5498
www.sbarchdesign.com

San Juan Island School District

285 Blair Avenue
Friday Harbor, WA 98250
P.O. Box 458
(360) 378-4133
Fax (360) 378-6276

Fred Woods
Superintendent of Schools

May 04, 2026

Dear Potential Bidder,

Enclosed is an invitation to bid on the installation of the Friday Harbor School Maintenance Shed. When submitted, bids must include completed Form of Proposal, non-collusion affidavit, and evidence of insurance and bonding capability. Bid packets will be available at the site inspection meeting.

Bid Opening is scheduled for Tuesday, May 19, 2026 at 3:00

A Substantial Completion date has been set for **August 3, 2026**. Late penalties will apply.

Please call or email if you require further information about the needs of the San Juan Island School District or the requirements of this project.

Brock Hauck
Facilities and Maintenance Supervisor
W(360) 370-7115 C(909) 322-0022
brockhauck@sjisd.org

Sarah Brown Architecture + Design
c) 360.920.5498
sarah@sbarchdesign.com

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Section 00 03 00 - INVITATION TO BID

NOTICE TO BIDDERS:

Sealed bids will be received by San Juan Island School District, 285 Blair Ave., Friday Harbor, WA 98250 for the installation of the SJISD Maintenance Shed, as described in the Project Manual and Construction Drawings dated May 06, 2026. Bids will be accepted until 3:00 PM on Tuesday, May 19, 2026 at the District offices, 285 Blair Ave. At that time, they will be opened. Bidders and others properly interested are invited to be present at the bid opening. Certified check, bank cashier's check, or bid bond shall be required with the bid, equal to five percent (5%) of the base bid plus any additive alternates. **Make check or bid bond payable to San Juan Island School District No. 149.**

The Owner reserves the right to reject any and all bids or to waive any informalities or irregularities in any bid.

Bids shall be enclosed in an opaque, sealed envelope, bearing the name and address of the bidder and addressed to the Owner. Mark lower left corner of the envelope "**San Juan Island School District (SJISD) Maintenance Shed**". Bids may be electronically submitted to Fred Woods, Superintendent of SJISD at fredwoods@sjisd.org. Bidders are encouraged to call ahead to be certain of hours for in-person submission, (360) 378-4133. Bidders may also contact Facility Director Brock Hauck at (909) 322-0022.

No bidder may withdraw their bid after the time set for the bid opening.

The bid and contract are subject to equal employment opportunity provisions of Washington State law and compliance with prevailing wage standards of RCW Chapter 39.12 and all reporting requirements relating to each of the above.

DOCUMENTS:

The Project Manual and Drawings may be examined at the following offices:

San Juan Island School District No. 149
285 Blair Avenue, PO Box 458
Friday Harbor, WA 98250

360.378.4133
www.sjisd.wednet.edu

Bona fide Bidders may obtain a copy of the Documents via PDF files transmitted to the Bidders Email address by request from the School District. Hard-copy sets of the Documents are available from the School District upon receipt of check(s) payable to San Juan Island School District for a Deposit in the amount of \$100.00 for each set.

Refund of Deposits: The full amount of the previously paid plan deposit for hard-copy sets only will be refunded to bona fide bidders upon return of full sets of documents in good condition to the School District office within 10 days after receipt of bids. Plan holders who do not submit a bona fide bid and do not return the documents on or before the day and prior to the time set for opening bids will forfeit the full amount of their deposits.

BY ORDER OF:

Fred Woods, Superintendent
San Juan Island School District No. 149

Published:

The Journal of the San Juan Islands
Daily Journal of Commerce
Washington State Office for Minority and Women's Enterprises

SECTION 00 10 00 - INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS:

Standard form of the American Institute of Architects, "Instruction to Bidders, AIA Document A701 - 2018 edition, shall apply in all respects to the Bidders and Sub bidders.

A sample AIA Document A701-2018 is included in this section.

END OF SECTION

DRAFT AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

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

THE OWNER:

(Name, legal status, address, and other information)

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THE ARCHITECT:

(Name, legal status, address, and other information)

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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.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 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.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« »

§ 4.3.2 Paper copies of 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 receiving the Bids 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.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and 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 Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .4 Building Information Modeling Exhibit, if completed:

« »

- .5 Drawings

Number

Title

Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.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.)

☐ ☐

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

☐ ☐

SECTION 00 20 00 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Supplementary Instructions to Bidders amend, modify and/or delete provisions of the “Instructions to Bidders,” AIA document A701. Where a portion of the Instruction to Bidders is amended, modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions to Bidders shall remain in effect.

The retail sales tax shall not be included in the bid sums; the Owner will pay such taxes proportionally with each periodic payment. The local building department plan check fee, building permit fee and cost to pick-up the building permit has been paid by the Owner and shall not be included in the Bid. All other necessary fees, licenses and taxes shall be paid by the Contractor and included in the Bid.

List the prefabricated metal building cost of \$28,420.66 as a separate line item on the Bid Form. Allowable Contractor markup may be included within this line item in accordance with the Contract.

The Contractor and all Sub-Contractors doing business in the Town of Friday Harbor are required to obtain a Town of Friday Harbor business license through Washington State Dept. of Revenue.

ARTICLE 2 - BIDDER’S REPRESENTATIONS

2.1. The Contractor shall be responsible for having taken, before Bidding, all steps necessary to review conditions which can affect the Work or the cost thereof. Failure by Contractor to fully acquaint himself with conditions which may affect the Work (including, but not limited to, conditions related to transportation, handling, storage of materials, availability of labor, water, roads, limitation on access, weather, topographic and subsurface conditions, other separate contracts by the Owner which may affect the work of Contractor and require increased coordination and scheduling efforts by Contractor, applicable provisions of law and the character and availability of equipment and facilities needed preliminary to and during the prosecution of the Work), shall not relieve the Contractor of its responsibilities under the Contract Documents or be cause for adjustment of the Contract Sum.

SECTION 00 20 01 – BIDDER QUALIFICATIONS

It is the intent of the Owner to award a contract to the low responsible bidder. Per RCW 39.04.350, before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder is required by the Owner to submit documentation demonstrating compliance with the following:

A. Experience Requirements – Prefabricated Metal Buildings

1. Contractor shall demonstrate successful completion of at least three (3) public-sector projects involving:
 - Pre-engineered metal building (PEMB) erection
 - Integration of metal building systems with foundations, utilities, and site improvements
 - Coordination with manufacturers' engineering and installation requirements
2. Provide manufacturer-verified training or certification for erection of the specified metal building system, when required by the manufacturer.

END OF SECTION

SECTION 00 40 00 - FORM OF PROPOSAL

Bidder's Name: _____

Address: _____

Telephone: _____

Email address: _____

To: Board of Directors
San Juan Island School District No. 149
285 Blair Avenue
PO Box 458
Friday Harbor, WA 98250

The undersigned, having carefully examined the specifications entitled:

Project Manual of Construction Documents for the **installation of a pre-fabricated metal building** and the Drawings similarly titled, and being familiar with all the conditions affecting the construction of the proposed Project, hereby propose to furnish all labor, materials and supplies and to construct the Project and perform all work as required by and in strict accordance with the Contract Documents at the prices stated below.

BASE BID: _____

_____ Dollars (\$_____)

PREFABRICATED METAL BUILDING: \$28,420.66 _____

_____ Dollars (\$_____)

SALES TAX AND PERMITS: The retail sales tax shall not be included in the Bid sums; the Owner will pay such taxes on each progress payment. All other necessary fees and taxes, except for the building permit, shall be paid by the Contractor and included in the bid.

TIME OF COMPLETION: The Contractor agrees, if awarded the Contract, to achieve substantial completion no later than August 3, 2025.

SECTION 00 40 00 – FORM OF PROPOSAL (CONT.)

LIQUIDATED DAMAGES: The Contractor agrees, if awarded the Contract, that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, beginning June 15, 2026, that the work remains not substantially completed, Five Hundred Dollars (\$500.00) per day.

INSURANCE: The Contractor shall provide proof of and maintain during the full course of construction, Comprehensive General Liability and automobile liability insurance with a minimum combined single limit of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

CONTRACT AND BOND: If the undersigned is notified of the acceptance of this bid, within 21 days after the opening of the Bids, he/she agrees to execute a Contract for the above work for a compensation established by adjusting the Base Bid by any Alternate Bids (if accepted) selected by the Owner, in the Form of Agreement required by the Specifications, and to furnish Performance and Labor and Material Payment Bond required by the Specifications.

AFFIRMATION:

_____		_____	
Bidder		Address	
_____		_____	
By	Title	City	
		_____	_____
		State	Zip Code

____Sole ____Proprietor ____Partnership ____Corporation ____Other			
If Corporation - State of Incorporation_____			
Contractor's Registration No.: _____			
Telephone Number: _____ Email Address: _____			

END OF SECTION

SECTION 00 50 00 - CONTRACT FORMS

FORM OF AGREEMENT: The "Standard Form of the American Institute of Architects, No. A-105, entitled "Standard Short Form of Agreement Between Owner and Contractor, 2017 Edition, shall be designated and made the FORM OF AGREEMENT for this Contract. A sample form of the AIA Form of Agreement is included in this Section.

PERFORMANCE BOND AND PAYMENT BOND: A bond covering performance and labor and materials payment, as required by RCW 39.08 of the State Statutes for Public Work, shall be designated and made the form of performance and labor and material payment for this Contract.

END OF SECTION

DRAFT AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

« »
« »
« »
« »

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

« »
« »
« »
« »

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

« »
« »
« »

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

« »
« »
« »
« »

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.

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

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

[« »] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work

Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item

Price

§ 3.5 Unit prices, if any, are as follows:

(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)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

« »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

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

Coverage	Limits
----------	--------

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email 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.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of 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.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

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

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment 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 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

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

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work 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. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's 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; (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 in writing of the Architect's reasons for withholding certification in part; 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. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

<< >>

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

<< >>

OWNER *(Signature)*

<< >><> >>

(Printed name and title)

CONTRACTOR *(Signature)*

<< >><> >>

(Printed name and title)

LICENSE NO.:

JURISDICTION:

SECTION 01 01 00 - PROJECT SUMMARY

1.1 SUMMARY

1.1.1 Project Title: SJISD Maintenance Shed

1.1.2 Location: 45 Blair Ave., Friday Harbor, WA 98250

1.1.3 Owner: San Juan Island School District No. 149
285 Blair Avenue
PO Box 458
Friday Harbor, WA 98250

1.1.4 Architect: Sarah Brown Architecture + Design
3222 Eagleridge Way
Bellingham, WA 98226

1.1.5 Work Summary: Briefly, work consists of the removal of existing sod and pavement followed with the installation of an engineered SOG, a prefabricated metal building, new asphalt, paving markers and retaining wall as required and called out in the drawings.

1.2 PROJECT SEQUENCE

1.2.1 MILESTONES: Key dates that shall be part of the Contractor's Construction Schedule are as follows:

May 19,2026	Bids due
June 15, 2026	Notice to Proceed
August 3, 2026	Substantial Completion
August 24, 2026	Final Completion

SECTION 01 01 00 – PROJECT SUMMARY (CONT.)

1.3 USE OF PREMISES:

- 1.3.1 **Limits:** Confine use of premises and operations to areas immediately surrounding the project. Do not disturb portions of the facility beyond work areas.
- 1.3.2 **Owner occupancy:** N/A
- 1.3.3 **Concurrent activities:** Classroom instruction in other portions of the building.
- 1.3.4 **Storage of Materials:** Coordinate with the Owner for best location of material and equipment storage on site. Schedule deliveries to minimize space and time requirements for storage of material and equipment.
- 1.3.5 **Conduct:** Use of controlled substances, such as alcohol, drugs, tobacco products, use of profanity and loud music on site by the Contractor, his employees or others associated with the Work is prohibited.
- 1.3.6 **Work hours:** So as not to present a nuisance to the surrounding neighborhood, exterior work shall not start prior to 7:00 AM nor shall carry on past 6:00 PM.

END OF SECTION

SECTION 01 02 70 - PAYMENT APPLICATIONS

- 1.1.1 **Submittal Timing:** The Contractor shall submit to the Architect on or about the first day of each month his request for payment, unless mutually agreed otherwise. This request shall be reviewed at the site with the Owner's representative and Architect within 3 days of receiving the Contractor's request. Modify, if required, based on review conclusions.
- 1.1.2 **Continuity:** Make each Application for Payment consistent with the previous applications.
- 1.1.3 **Times:** The period to be covered by each Payment Application shall be as indicated in the Agreement. In the event it is not so described in the Agreement, the date for each progress payment is no later than the tenth day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the last day of the month.
- 1.1.4 **Retainage:** A 5% retainage shall be deducted from each progress payment to be released to the Contractor upon Final Payment and completion of all supporting documentation including a release from Washington State Department of labor and Industries, Department of Revenue and Employment Securities for Completion of Public Works.

END OF SECTION

SECTION 01 09 50 – STANDARDS

1.1 STATE REGULATIONS

- 1.1.1 **Wage Rates:** Pay hourly wages to those employed in executing the Work required under this Contract not less than the prevailing wage rates for San Juan County in accordance with Chapter 39.12 RCW, as amended, and rules and regulations of Washington State Department of Labor and Industries, and Employment Security. See Prevailing Wage pages at this site: <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>
- 1.1.2 **Wage Definition:** Prevailing rates are defined as current schedule of wages and fringe benefits for locality as determined by Industrial Statistician of Department of Labor and Industries, and by reference are made part of this Contract.
- 1.1.3 **Wage Certification:** Before starting the Work under this Contract, file statements under oath, with the Owner and with the Director of Labor and Industries, certifying rate of hourly wage and fringe benefits to be paid to each classification of worker employed by the Contractor and Subcontractors, as required by the Department of Labor and Industries.
- 1.2.1 **Miscellaneous Regulations:** Comply with the following:
 - RCW 49.28 Hours of Labor
 - RCW 18.27 Contractor's registration
 - RCW 70.92 Handicapped provisions
- 1.2.2 **Nondiscrimination:** Comply with requirements of RCW 49.60. Except to the extent permitted by bona fide occupational qualifications, agree to following:
 - 1.2.2.1 **Employment:** Do not discriminate against employee or applicant for employment because of race, creed, color, handicap, national origin, sex or age. Ensure that applicants are employed and are treated during employment without regard to above discrimination; including upgrading, demotion or transfers, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training.
 - 1.2.2.2 **Advertisements:** In solicitations for employees or job orders for employees placed with employment agencies, state that qualified applicants will receive consideration for employment without above discriminations. Indicate compliance in advertisements by use of words "Equal Opportunity Employer".

- 1.2.2.3 **Notices:** Send notice to each labor union, or representative of entity for workers' collective bargaining agreement or other contract or understanding, advising of Contractor's commitments under this Section.
- 1.2.2.4 **Procurements:** Include nondiscrimination provisions in Subcontracts and purchase orders for goods and services under this Contract.
- 1.2.3 **Fall Protection:** The Contractor shall provide and enforce the use of fall protection for employees and others involved in the Work under this Contract, per the requirements of WAC 296-155.
- 1.2.4 **Forfeiture:** The Owner reserves the right to terminate the Contract, in whole or part, if the Contractor does not comply with nondiscrimination provisions.

END OF SECTION

SECTION 01 20 00 - PROJECT MEETINGS

1.1 SUMMARY

1.1.1 General: Provide administrative and procedural requirements for project meetings including, but not limited to the following:

- Pre-Contract Conference
- Project Pre-Construction Conference
- Progress meetings

1.2.1 PRE-CONTRACT MEETING

1.2.2 Schedule: Attend meeting to be held at District headquarters, 285 Blair Ave. at a mutually agreeable time, after bid opening, but prior to award of the Contract.

1.2.3 Attendees: The Owner's representative and Contractor.

1.2.4 Agenda: Prepare to discuss matters relevant to proposed award of the Contract, including such topics as follows:

- Contractor's qualification statement
- Letter from Contractor's insurance company specifying coverage limits.
- List of Suppliers and Subcontractors (include license and UBI Numbers)
- Written confirmation of Bonds as required by Owner

1.3.1 PRE-CONSTRUCTION CONFERENCE:

1.3.2 Schedule: Arrange organizational meeting at Project site after Contract signing, but prior to the starting date.

1.3.3 Attendees: The Owner's representative, Contractor, Project Superintendent and others as may be familiar with and authorized to conclude matters relating to the Work.

SECTION 01 20 00 – PROJECT MEETINGS (CONT.)

1.3.4 **Agenda:** prepare to discuss items of significance that could affect implementing the Work, including such topics as:

- Tentative work schedule
- Work sequence
- Designation of responsible personnel
- Distribution of Contract documents
- Submittals of product data and samples
- Use of premises by owner

1.3.4 **Agenda**

- Office, work and storage areas
- Safety procedures
- First aid
- Security
- Housekeeping
- Working hours
- Schedule progress meetings

1.4.1 **PROGRESS MEETINGS:**

1.4.2 **Schedule:** Conduct a weekly meeting at regularly scheduled times mutually agreed to by all parties. Project progress meetings are in addition to specific meetings held for other purposes.

1.4.3 **Attendees:** The Contractor or his Superintendent, the Owner's representative and any party currently involved in the coordination or planning for construction activities.

1.4.4 **Agenda:** May include, but not limited to:

- Tracking of Construction Schedule
- Concealed conditions
- Change orders
- Quality and work standards
- Coordination with concurrent activities
- Construction details
- Temporary facilities

END OF SECTION

SECTION 01 23 00 – ALTERNATES

1 GENERAL

1.1 RELATED SECTIONS:

1.1.1 BID FORM

1.2 SUMMARY

- 1.2.1 This Section identifies each Alternate by number and describes basic changes to be incorporated into the Work only when that Alternate is made a part of the Work by specific provisions in the Agreement.
- 1.2.2 Base Bid and Alternates shall include cost of required supporting elements so that regardless of the combination of Base Bid and Alternates selected, each portion shall be a complete entity in itself.
- 1.2.3 Coordinate related Work and modify or adjust adjacent Work as required to ensure that Work affected by each accepted Alternate is complete and fully integrated into the Project.

2 PRODUCTS (NOT USED)

3 EXECUTION

3.1 SCHEDULE OF ALTERNATES

3.1.1 None

END OF SECTION

SECTION 01 25 00 – PRODUCT SUBSTITUTION PROCEDURES

3.2 SUMMARY

3.2.1 Related Sections:

3.2.1.1 Substitution Request Form: Provided by Architect

3.2.2 DEFINITIONS

3.2.2.1 Performance Specifications: No manufacturer is specified, and requirements are specified by descriptive requirements, design requirements, performance requirements, reference standards, and codes. Product options complying with or exceeding provisions of Contract Documents are acceptable and require no Substitution Request.

3.2.2.2 Closed Proprietary Specifications: Products by one or more manufacturers are specified and specification Section does not allow for approval of other products by Substitution Request. No other product options will be accepted. Provide products and Work specified.

3.2.2.3 Open Proprietary Specifications: Products by one or more manufacturers are specified, and specification Section allows for approval of other products by Substitution Request. Submit Substitution Request for other products to Architect under provisions of this Section.

3.2.3 SUBSTITUTION REQUESTS DURING BIDDING PERIOD

3.2.3.1 Submit Substitution Request to reach Architect's office before 5:00 PM at least five (5) working days prior to date for receiving Bids, and in conformance with Instructions to Bidders.

3.2.3.2 Bidders will be notified by Addendum of products approved in addition to those specified. No other form of approval, including verbal or implied, is acceptable to indicate approval of Substitution Request.

3.2.4 SUBSTITUTION REQUESTS DURING CONSTRUCTION PERIOD

3.2.4.1 Substitution Requests, submitted by Contractor will not be considered, except for the following reasons. Indicate one or more reasons why substitution is required with Substitution Request.

SECTION 01 25 00 – PRODUCT SUBSTITUTION PROCEDURES (CONT.)

- 3.2.4.2 Unavailability: Specified item has been discontinued or is unavailable in time to meet Construction Schedule through no fault of Contractor or subcontractor.
- 3.2.4.3 Unsuitability: Subsequent information discloses specified item is unsuitable, inappropriate, unable to perform properly, or fit designated space.
- 3.2.4.4 Regulatory Requirements: Substitution is required to comply with Code interpretations or insurance regulations.
- 3.2.4.5 Warranty: Manufacturer or fabricator declare specified item to be unsuitable for use intended or refuses to certify or warrant performance of specified item for Project.
- 3.2.4.6 During Construction Period, Contractor will be notified by Architect in writing of decision to accept or reject Substitution Request.

3.2.5 SUBMITTAL REQUIREMENTS

- 3.2.5.1 Submit two copies of Substitution Request. Limit each request to one Substitution Request form.
- 3.2.5.2 Burden of proof is upon Substitution Request, as proposed, to show compliance with specified requirements. Submit drawings, product data, samples, certified test results, and as needed to fully describe Substitution request for evaluation by Architect.
- 3.2.5.3 Where product data includes other than that proposed by substitution Request, clearly mark, or otherwise indicate, exact substitution.
- 3.2.5.4 Document each Substitution Request with complete data substantiating that proposed substitution complies with provisions of Contract Documents.
- 3.2.5.5 Submission of Substitution Request constitutes representation that Bidder or Contractor:
 - 3.2.5.6 Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 3.2.5.7 Shall provide the same or better warranty for substitution as for specified product.

SECTION 01 25 00 – PRODUCT SUBSTITUTION PROCEDURES (CONT.)

- 3.2.5.8 Shall be responsible for effect of substitution upon related Work, shall coordinate installation, and be responsible for other changes which may be required for Work to be complete in all respects, in compliance with design intent and in compliance with all applicable codes and regulatory requirements.
- 3.2.5.9 Be responsible for additional costs which may subsequently become apparent. This includes additional costs for required additional Architect's services made necessary by the substitution.
- 3.2.5.10 Shall provide all cost savings to Contract Sum as credits.
- 3.2.5.11 Shall provide specified product, material, or system should substitution be rejected, at no change in Contract Sum.
- 3.2.5.12 Substitutions indicated or implied on submittals, such as Shop Drawings, will not be accepted.
- 3.2.5.13 Products and materials included in the Work, not specified or approved by Substitution Request, are defined as Non-Conforming Work. Remove and replace with conforming Work at Contractor's expense with no increase in Contract Time, as directed by architect.

3.2.6 ARCHITECT WILL NOT CONSIDER

- 3.2.6.1 Substitution Requests which do not provide adequate or clearly defined information for complete and timely appraisal.
- 3.2.6.2 Substitutions which, if accepted, will require substantial revisions of Contract Documents.
- 3.2.6.3 Substitution indicated or implied by Shop Drawings and other submittals.
- 3.2.6.4 Substitutions not approved by published Addendum during Bid Period or not approved in writing by Architect during Construction period.
- 3.2.6.5 Substitutions not submitted on completed Substitution Request Form.

3.2.7 PRODUCTS (NOT USED)

3.2.8 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.1 SUMMARY

- 1.1.1 Items requiring Shop Drawings, Product Data, and Samples are specified in the individual Sections. Submission of Shop Drawings, Product Data, and Samples is required only for those items where submittals are specified.
- 1.1.2 Unspecified submittals will not be reviewed by the Architect. Subcontractor's drawings, setting diagrams and similar information required by the Contractor for coordination shall remain between the Contractor and subcontractors and will not be reviewed by the Architect.
- 1.1.3 Related Sections:
 - 1.1.3.1 Product Substitution Procedures: Section 01 25 13

1.2 GENERAL

- 1.2.1 Individual Submittal requirements are specified in their applicable sections.
- 1.2.2 Submittals shall be made early enough to account for a thorough review by the Architect, Owner, and consultants.
 - 1.2.2.1 Submittals requesting action in less than fourteen (14) calendar days are not timely Submittals.
- 1.2.3. Architect's and Consultant's review of Submittals is only for general compliance and conformity with the design concept and provisions of the Contract Documents.
 - 1.2.3.1 Any action indicated is subject to the requirements of the Contract Documents.
- 1.2.4 Architect's and Consultant's review of Submittals shall not be construed as relieving requirements for compliance with the Contract Documents.
- 1.2.5 Architect's and Consultant's review of separate items does not constitute review of assembly in which it functions.
- 1.2.6 Submittals reviewed by the Architect and Consultants are not modifications to the Contract.
- 1.2.7 There is no implied change, approval or responsibility on the Architect and Consultants or Owner in reviewing Submittals and giving approval even when they may be unknowingly incorrect or incomplete
- 1.2.8 Coordinate Submittals of interrelated work so that no submittal will be delayed by the need to review a related Submittal.

SECTION 01 33 00 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (CONT.)

- 1.2.9 Deviations from the Contract Documents in Submittals shall be clearly and distinctly denoted.
- 1.2.10 Deviations, errors or omissions in any Submittals shall not modify the Contract Documents or their intent.
- 1.2.11 Instruct affected parties to promptly report in writing any inability to comply with provisions of this Specification Section.
- 1.2.12 Reference to Work “by other” shall be assumed to mean “by Contractor”.
- 1.2.13 Indicate need for selection, if any.
- 1.2.14 Reproduced Contract Documents used for Submittals shall be rejected.

1.3 SHOP DRAWINGS

1.3.1. General:

- 1.3.1.1 Freehand-drawn Shop Drawings are not acceptable.
- 1.3.1.2 Reproduced or copied Contract Documents or standard information as the basis for Shop Drawings shall not be accepted.
- 1.3.1.3 Size of Shop Drawings sheets shall be not less than 8-1/2 by 11 inches and not more than 24 by 36 inches.
- 1.3.1.4 Draw plans and details to scale(s) not less than as indicated in individual Specification Sections, or, if not indicated, to a scale sufficiently large to clearly show all pertinent features, method of fabrication and connections.
- 1.3.1.5 Delete inapplicable information from manufacturer’s standard schematic drawings and diagrams and supplement them as required to provide pertinent information unique to this project.
- 1.3.2. Include the following additional information:
 - 1.3.2.1 Name of the firm that prepared each shop drawing.
 - 1.3.2.2 Identification of products and materials and compliance with specified standards.
 - 1.3.2.3 Identify by whom materials, items, and installation not supplied or performed by entity submitting Shop Drawings will be supplied or installed.
 - 1.3.2.4 Identify every item, material, article, or note on installation, shown or required for fabrication or installation shall be so designed.

SECTION 01 33 00 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (CONT.)

1.3.2.5 Relationships to adjacent structure or materials.

1.3.2.6 Size, type, dimension, and location of all components, jointing, connections, and similar items.

1.3.2.7 Fabrication methods, assembly, installation, accessories, fasteners, and other pertinent information.

1.3.2.8 Clearly identify field dimensions and coordination requirements.

1.3.2.9 Reference Consultants Drawings.

1.3.3. Shop Drawings without required information will be rejected.

1.4 PRODUCT DATA

1.4.1 Clearly mark each copy to identify pertinent products or models. Show performance characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls.

1.4.2 Modify manufacturer's standard schematic drawings and diagrams to delete information which is not applicable to the Work.

1.4.3 Supplement standard information to provide information specifically applicable to the Work.

1.5 SAMPLES

1.5.1 Samples shall be of sufficient size and quality to clearly illustrate functional characteristics of product, with integrally related parts and attachment devices.

1.5.2 Submit full range of colors, textures, and patterns.

1.6 CONTRACTOR'S RESPONSIBILITIES

1.6.1 Review, mark up as appropriate, and stamp Shop Drawings, Product Data, and Samples prior to submission.

1.6.2 Determine and verify field measurements, field construction criteria, catalog numbers and similar data, and conformance with requirements of Contract Documents.

1.6.3 Coordinate each submittal with requirements of the Work and of the Contract Documents.

1.6.4 Notify Architect in writing, at time of submission, of any deviation in submittals from requirements of Contract Documents.

SECTION 01 33 00 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (CONT.)

- 1.6.5 Begin no fabrication or Work which requires submittals until return of Architect's final reviewed submittals.

1.7 SUBMISSION REQUIREMENTS

- 1.7.1 Make submittals promptly in accordance with approved schedule and in such a manner as to cause no delay in the Work.

1.7.2 Number of Submittals Required:

- 1.7.2.1 Shop Drawings: Submit one electronic copy, which will be returned for reproduction and distribution by the Contractor. Resubmit as required until final action by the Architect.

- 1.7.2.2 Product Data, and Non-Reproducible Submittals: Submit one electronic copy, which will be returned for reproduction and distribution by the Contractor. Resubmit as required until final action by the Architect.

- 1.7.2.3 Samples: Submit number stated in each Section.

1.7.3 Submittals shall Contain:

- 1.7.3.1 Date of submission and dates of any previous submissions with identification of revisions on any re-submittals.

- 1.7.3.2 Project name and address.

- 1.7.3.3 Owner name and address.

- 1.7.3.4 Architect name and address.

- 1.7.3.5 Contractor name and address.

- 1.7.3.6 Subcontractor name and address.

- 1.7.3.7 Supplier name and address.

- 1.7.3.8 Number and title of Specification Section.

- 1.7.3.9 Paragraph number of for each of multiple items.

- 1.7.3.10 Drawing number and detail references, as appropriate.

- 1.7.3.11 Contractor's Submittal Identification Number.

- 1.7.3.12 Relation to adjacent or critical features of the Work or materials.

- 1.7.3.13 Applicable Standards, such as ASTM or Federal Specification numbers.

SECTION 01 33 00 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (CONT.)

1.7.4 Submittals received from sources other than the Contractor will be returned without review.

1.7.5. Review-Action & Return of Submittals:

1.7.5.1 Architect or Consultant will review each Submittal, mark with a uniform, review-action stamp, appropriately marked to indicate status of Submittal.

- a. Where Submittals are marked “No Exceptions Taken”, or similar phrase, that part of the Work covered by the Submittal may proceed provided it complies with the requirements of the Contract Documents.
- b. Where Submittals are marked “Make Corrections Noted,” “Revise As Indicated” or similar phrase, that part of the Work covered by the Submittal may proceed provided it complies with the notations or corrections on the Submittal and requirements of the Contract Documents.
- c. Returned for Re-Submittal:
 - (1) Where Submittals are marked “Revised and Resubmit,” do not proceed with that part of the Work covered by the Submittal.
 - (a) Revise or prepare a new Submittal in accordance with the notations; resubmit without delay.
 - (b) Repeat as necessary to obtain a different action mark.
 - (2) When Submittal is marked “Rejected,” “not Approved,” or similar phrase, do not proceed with that part of the Work covered by the Submittal.
 - (a) Revise or prepare a new Submittal in accordance with the notations; re-submit without delay.
 - (b) Repeat as necessary to obtain a different action mark.

1.7.5.2 Do not permit Submittals returned for re-Submittal to be used in any part of the Work until release is obtained.

1.7.5.3 Where a Submittal is primarily for information or record purposes, special processing, or other activity, the Submittal will be returned to Contractor marked “Action not Required.”

1.7.5.4 Upon completion of review Architect will return Submittal to Contractor.

1.7.6. Re-Submittals:

SECTION 01 33 00 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (CONT.)

- 1.7.6.1 Make corrections and changes required by Architect or Consultants.
- 1.7.6.2 Identify all revisions made on re-Submittals with a revision cloud
- 1.7.6.3 Indicate all additional changes which have been made with a revision cloud and note specifically addressing the change.
- 1.7.6.4 Resubmit until approved.
- 1.7.6.5 Owner's Representative will record time required to review resubmittals after original submittal and first resubmittal. Contractor shall reimburse Owner for charges of Owner's Representative's and Consultant's for reviewing submittal more than 2 times.

1.8 SUBMITTAL SCHEDULE

- 1.8.1 Time of submission of Shop Drawings, Product Data, and Samples by the Contractor and their processing and return by the Architect, is a matter which must be jointly agreed to by both parties in order that items covered by required submittals will be available when needed by the construction process and so that each party can plan their workload in an orderly manner.
- 1.8.2 The Contractor shall prepare a Submittal Schedule, coordinated with the Progress Schedule, and submit to the Architect 15 calendar days prior to submission of the first submittals or simultaneously with the Progress Schedule, whichever is earlier. No submittals will be processed before the Submittal Schedule has been reviewed by the Architect.
- 1.8.3 In preparing the Submittal Schedule, the Contractor shall first determine, from the Progress Schedule, the date the particular item is needed on the Work for installation. Working backwards, the Contractor will then add the number of days for shipment, time for fabrication, and similar items, to determine the date of first submittal. Note that the Architect will determine the time required in steps 5 and 8 of the form. To secure this, the Contractor shall furnish the Architect with draft copies of the Submittal Schedule with all information in steps 1, 2, and 3 completed.
- 1.8.4 The intent is to adjust the Schedule to produce an orderly, even workload, without peak loads if possible, and yet meet the needs of the construction process. After the schedule is completed by the Contractor, the Contractor shall, at its expense, furnish copies to the Architect as required.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED) END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

1.1 SUMMARY

- 1.1.1 **General:** Include requirements for construction facilities and temporary controls, including temporary utilities, support facilities, security and protection. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as indication that such temporary activity is not required for successful completion of work and compliance with the Contract Documents.
- 1.1.2 **Temporary Utilities;** including, but not limited to:
- Sanitary facilities, including drinking water
- 1.1.3 **Support Facilities;** including, but not limited to:
- Field office
 - Waste disposal
 - Temporary enclosures
 - Temporary signage
- 1.1.4 **Security and Protection Facilities;** including, but not limited to:
- Environmental Protection
 - Stormwater control
 - Site enclosure fence
 - Temporary enclosures and partitions
 - Fire protection
- 1.1.5 **Conditions of Use:** Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on site.

1.2 QUALITY ASSURANCE

- 1.2.1 **Regulations;** Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to the following:
- Building code requirements
 - Health and safety regulations
 - Utility company regulations
 - Police, fire department and rescue squad rules
 - Environmental protection regulations

SECTION 01 50 00 – TEMPORARY FACILITIES (CONT.)

- 1.2.2 **Standards:** Comply with NFPA "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI A10 Series standards for "Safety Requirements for Construction and Demolition" and WAC 296-155 "Fall Protection for Employees in Construction,...".

2.1 PRODUCTS

- 2.1.1 **General:** Provide new materials. If acceptable to the Architect, undamaged, previously used materials in serviceable condition may be employed. Provide materials suitable for use intended.
- 2.1.2 **Signs and Directories:** Use exterior grade M.D.O. plywood with wood posts.
- 2.1.3 **Safety Barriers:** Orange, open mesh, plastic safety fencing 48" high supported by securely anchored posts, spacing not to exceed 10 ft. Where posts cannot be anchored to the ground (i.e. where concrete slabs are located), concrete piers may be used to support posts.
- 2.1.4 **Plant and Shrub Protection:** N/A
- 2.1.5 **Tarpaulins:** Provide waterproof, fire-resistant, UL labeled tarpaulins with a flame spread of 15 or less. For temporary enclosures, provide translucent, nylon reinforced, laminated polyethylene or polyvinyl chloride, fire retardant tarpaulins.
- 2.1.6 **Potable Water:** Provide potable drinking water from a Health Dept. approved source.

2.2 EQUIPMENT

- 2.2.1 **General:** Use new or undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- 2.2.2 **Electrical Outlets:** Provide properly configured, NEMA polarized outlets provided with ground-fault circuit interrupters, reset button and pilot light for connection of power tools and equipment.
- 2.2.3 **Electrical Power Cords:** Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safety length-load ratios.

SECTION 01 50 00 – TEMPORARY FACILITIES (CONT.)

- 2.2.4 **Temporary Job Office:** It is the responsibility of the Contractor to provide a table and any other furnishings required to set up a temporary office.
- 2.2.5 **Temporary Toilet Units:** Provide a prefabricated, self-contained, single occupant toilet unit. Provide units properly vented and fully enclosed.
- 2.2.6 **Fire extinguishers:** Provide hand carried, portable, UL rated, Class A fire extinguishers for temporary office. In other locations, provide hand carried, portable, UL rated, Class ABC, dry chemical extinguishers or combination of extinguishers of NFPA recommended classes for exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent and size required by location and class of fire exposure.
- 2.2.7 **Telephones:** The use of cell phone(s) by the Contractor in place of a land line is acceptable. However, it is the Contractor's responsibility to confirm that cell phone reception at this location will provide a clear line of communication.

3.1 SECURITY AND PROTECTION FACILITIES INSTALLATION

- 3.1.1 **Barricades and Warning Signs:** Comply with standards and code requirements for erection of adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and public of hazard being protected against. Post "No Trespassing" signs along safety fencing to keep the public clear of work areas.
- 3.1.2 **Storage:** Where materials and equipment must be stored, and are of value or attractive for theft, provide secure lockup. Enforce discipline in connection with installation and release of material to minimize opportunity for theft and vandalism.
- 3.1.3 **Environmental Protection:** Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Comply with regulations for noise abatement. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons near the site

SECTION 01 61 00 - PRODUCT SUBSTITUTIONS

1.1 SUBSTITUTIONS

- 1.1.1 **Substitution Request Submittal:** Submit three (3) copies of each request for substitution for consideration.
- 1.1.2 **Information:** Provide complete documentation showing compliance with the intention of the Plans and Specifications. Provide a statement that the proposed substitution is equal to or superior to that required by the Contract Documents.
- 1.1.3 **Cost and Schedule:** Provide a statement concerning impact, if any, on the cost or construction schedule.
- 1.1.4 **Samples:** Provide representative samples if requested by the Owner or Architect.
- 1.1.5 **Architect's Action:** Within 10 working days the Architect will accept, reject or request additional information concerning the proposed substitution in writing. Acceptance will be by Supplementary Instruction (if no change in Contract Sum or Time) or by Change Order.

END OF SECTION

SECTION 01 70 00 - PROJECT CLOSE-OUT

1.1 SUMMARY

1.1.1 **Close-out** includes general requirements near the end of Contract Time in preparation for Substantial Completion and Final Acceptance of Project, including but not limited to the following:

- Substantial Completion prerequisites and inspection procedures.
- Final Acceptance prerequisites, including record documents.
- Final cleaning.

1.2 SUBSTANTIAL COMPLETION

1.2.1 **Submittals:** Submit manufacturers' warranties, final certifications and similar documents.

1.2.2 **Building Permit:** Obtain and submit signed-off permit from the Inspector for the Town of Friday Harbor.

1.2.3 **Material:** Provide a list of paint colors used.

1.2.4 **Cleaning:** Complete clean-up requirements. Architect's Punch List inspection cannot start until clean-up is done.

1.2.5 **Inspection Procedures:** Schedule date and time for inspection of the Work at least 7 days in advance. The Architect and the Owner's representative will either proceed with the inspection or cancel if there is excessive incomplete work and advise the Contractor of incomplete requirements. The Architect will prepare the Certificate of Substantial Completion after the inspection and issue a Punch-list identifying work that must be corrected or completed.

1.2.6 **Punch-List:** Allow at least 3 working days after inspection for issuance of the Punch-list.

1.3 FINAL ACCEPTANCE

1.3.1 **Preliminary Procedures:** The Contractor shall complete the Punch-List before requesting final inspection for certification of Final Acceptance and final payment. Additionally, the following must be submitted:

- 1.3.1.1 **Costs:** Submit a draft application for final payment with lien releases and supporting documentation not previously submitted and accepted. Include updated final statement of final Contract Sum.

SECTION 01 70 00 - PROJECT CLOSE-OUT (CONT.)

- 1.3.1.2 **Punch List:** Submit a copy of Architect's Punch List with each work item initialed by the Contractor as having been corrected, completed or otherwise resolved.
- 1.3.1.3 **Liens:** Submit Contractor's Affidavit of Release of Liens for each sub-contract and material supplier. Submit release from the WA State Dept. of Revenue. Show final sign-off of Building permits.
- 1.3.1.4 **L & I Approved Affidavits:** Provide L & I approved affidavit of Wages Paid Form for the Contractor and each Subcontractor.
- 1.3.1.5 **Backcheck Procedure:** The Architect will backcheck the Punch List upon receipt of proper notice that items have been completed or corrected, except items delayed because of circumstances acceptable to the Architect.
- 1.3.1.6 **Final Acceptance:** Upon completion of backcheck, the Architect will prepare a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

1.4 FINAL CLEANING:

- 1.4.1 **General:** Clean all surfaces soiled by the Work. Employ experienced workers skilled in the work. This is in addition to ongoing clean-up during the course of the work in order to maintain a clean and orderly site.
- 1.4.2 **Labels:** Remove labels that are not permanent or required to remain in place.
- 1.4.3 **Glazing:** Clean the exterior of glass in windows and doors that may have been soiled as a result of the work.
- 1.4.4 **Finishes:** Clean exposed exterior surfaces to a dust-free condition, free of stains, films or other foreign substances that result from the Work.
- 1.4.5 **Site:** Clean the site surrounding the Work of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grass areas surrounding the work and hand pick refuse from areas with larger plants. Pick up nails.

SECTION 01 70 00 - PROJECT CLOSE-OUT (CONT.)

- 1.4.6 **Compliance:** Comply with regulations regarding disposal of waste. Do not discharge volatile, toxic or dangerous materials into drainage or sewer system. Remove all waste materials from site and dispose of in a lawful manner.

END OF SECTION

SECTION 01 74 00 - WARRANTIES

1.1 SUMMARY

- 1.1.1 **General:** Include general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
- 1.1.2 **Disclaimers and Limitations:** Manufacturer's disclaimers and limitation on product warranties do not relieve the Contractor of warranty on Work that incorporates products, nor does it relieve suppliers, manufacturers and Sub-contractors required to countersign special warranties with the Contractor.
- 1.1.3 **Warranty Start Date:** Project warranties will commence on day of Substantial Completion date.

1.2 WARRANTY REQUIREMENTS

- 1.2.1 **Related Damages and Losses:** When correcting warranted Work that has failed, remove and replace other Work that has been damaged as result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- 1.2.2 **Reinstatement of Warranty:** When Work covered by warranty has failed and has been corrected by replacement or rebuilding, reinstate warranty by written endorsement. Make reinstated warranty equal to time and extent of original warranty.
- 1.2.3 **Replacement Cost:** Upon determination that Work covered by warranty has failed, replace or rebuild Work to acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of Work through a portion of its anticipated useful service life.
- 1.2.4 **Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit duties, obligations rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights or remedies.
 - 1.2.4.1 **Rejection of Warranties:** Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with the requirements of the Contract Documents.
 - 1.2.4.2 **Rejection of Work:** The Owner reserves the right to refuse to accept work for the Project where special warranty, certification, or similar commitment is required

SECTION 01 74 00 – WARRANTIES (CONT.)

on such Work or part of Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.2.5 **Limitations:** Warranties do not cover failures of work resulting from improper maintenance, misuse, natural disaster, vandalism, insurrection, or acts of aggression, including war.

1.2.6 **Consequential Damages:** Except as otherwise indicated or required by regulations, warranties are not extended to cover damage to building contents.

1.3 SUBMITTALS:

1.3.1 **General:** Submit written warranties to Architect prior to date certified for Substantial Completion.

1.3.2 **Form of Submittal:** At Final Completion, compile 2 copies of each required warranty properly executed by the Contractor, Subcontractor, suppliers, or manufacturer. Organize warranty documents into orderly sequence based on table of contents of Project Manual.

2.1 EXECUTION

2.1.1 **Warranty Correction Period:** Work performed under this contract is subject to a one-year correction period, except for roofing and flashings, which are subject to a two-year correction period.

END OF SECTION