Project Manual

Parking Lot Expansion
at Opstad Elementary School
Snoqualmie Valley School District

OWNER:
SNOQUALMIE VALLEY
SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS
8001 SILVA AVE SE
SNOQUALMIE, WA 98065
(425) 831-8031

PREPARED BY:
JACOBSON CONSULTING ENGINEERS
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(206) 426-2600

DATE: APRIL 16, 2026

Project Directory

Parking Lot Expansion at Opstad Elementary School

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TABLE OF CONTENTS

SECTION	DESCRIPTION	NUMBER OF PAGES
	FRONT SHEETS	
00 00 02	PROJECT DIRECTORY	**1**
00 00 03	TABLE OF CONTENTS	**2**
	DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS	
00 01 15	LIST OF DRAWING SHEETS	**2**
00 11 13	ADVERTISEMENT FOR BIDS	**2**
00 21 13	INSTRUCTIONS TO BIDDERS	**16**
00 31 19	EXISTING CONDITION INFORMATION	**1**
00 31 19.1	GEOTECHNICAL ENGINEERING REPORT	**40**
00 41 10	BID SUBMITTAL LIST	**1**
00 41 13	BID FORM	**4**
00 42 00	BIDDERS QUALIFICATION STATEMENT	**7**
00 52 00	AGREEMENT FORM	**1**
00 52 00.1	AIA DOCUMENT A101 STANDARD FORM OF AGREEMENT	**10**
00 55 10	CONDITIONAL NOTICE TO PROCEED	**1**
00 62 10	CERTIFICATE OF COMPLIANCE	**1**
00 62 50	EQUAL OPPORTUNITY	**1**
00 70 00	CONDITIONS OF THE CONTRACT	**1**
00 70 00.1	AIA DOCUMENT A201 GENERAL CONDITIONS OF THE CONTRACT	**74**
00 71 00	SPECIAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION	**5**
00 72 00	SUPPLEMENTAL SPECIAL CONDITIONS OF THE CONTRACT	**6**
00 73 00	PUBLIC WORKS CONDITIONS	**6**
00 80 00	PREVAILING WAGES	**2**
00 81 00	WAGE DETERMINATION	**1**
	DIVISION 01 – GENERAL REQUIREMENTS	
01 10 00	SUMMARY	**5**
01 25 00	SUBSTITUTION PROCEDURES	**4**
01 26 00	CONTRACT MODIFICATION PROCEDURES	**2**
01 29 00	PAYMENT PROCEDURES	**4**
01 31 00	PROJECT MANAGEMENT AND COORDINATION	**12**
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	**7**
01 32 33	PHOTOGRAPHIC DOCUMENTATION	**3**
01 33 00	SUBMITTAL PROCEDURES	**9**
01 40 00	QUALITY REQUIREMENTS	**8**
01 42 00	REFERENCES	**4**
01 50 00	TEMPORARY FACILITIES AND CONTROLS	**10**
01 56 39	TEMPORARY TREE AND PLANT PROTECTION	**4**
01 56 39.1	ARBORIST REPORT	**38**
01 57 13	TEMPORARY EROSION AND SEDIMENT CONTROL	**7**
01 60 00	PRODUCT REQUIREMENTS	**6**
01 73 00	EXECUTION	**8**
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	**7**
01 77 00	CLOSEOUT PROCEDURES	**7**
01 78 23	OPERATION AND MAINTENANCE DATA	**8**
01 78 39	PROJECT RECORD DOCUMENTS	**5**
01 79 00	DEMONSTRATION AND TRAINING	**5**

TABLE OF CONTENTS

SECTION	DESCRIPTION	NUMBER OF PAGES
	DIVISION 31 - EARTHWORKS	
31 10 00	SITE PREPARATION	**10**
31 22 00	EARTHWORK	**14**
31 41 33	TRENCH SAFETY	**2**
	DIVISION 32 - EXTERIOR IMPROVEMENTS	
32 12 16	ASPHALT PAVING	**5**
32 13 13	CONCRETE PAVING	**5**
32 13 13.23	CONCRETE PAVING SURFACE TREATMENT	**3**
32 17 23	PAVEMENT MARKINGS	**3**
32 31 13	CHAIN LINK FENCES AND GATES	**5**
32 80 00	IRRIGATION	**8**
32 90 00	PLANTING	**11**
	DIVISION 33 - UTILITIES	
33 40 00	STORM DRAINAGE	**5**

1.1 LIST OF DRAWINGS

A. Drawings - Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Parking Lot Expansion at Opstad Elementary School, Bid Set, dated 04/16/2026, as modified by subsequent Addenda and Contract modifications.

B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

SURVEY SHEETS

1 OF 2 BOUNDARY AND TOPOGRAPHIC SURVEY

2 OF 2 BOUNDARY AND TOPOGRAPHIC SURVEY

CIVIL SHEETS

C0.00 COVER SHEET

C0.01 NOTES SHEET

C0.11 OVERALL SITE PLAN

C0.11 SIGHT DISTANCE TRIANGLE PLAN

C1.00 DEMOLITION PLAN

C2.00 TESC PLAN

C2.10 TESC DETAILS

C2.11 TESC DETAILS

C3.00 PAVING PLAN

C3.10 PAVING DETAILS

C3.11 PAVING DETAILS

C3.12 PAVING DETAILS

C4.00 STRIPING AND SIGNAGE PLAN

C4.10 STRIPING AND SIGNAGE DETAILS

C5.00 GRADING PLAN

C5.10 GRADING DETAILS

C5.11 GRADING DETAILS

C6.00 DRAINAGE AND UTILITY PLAN

C6.10 DRAINAGE DETAILS

C6.11 DRAINAGE DETAILS

C6.12 DRAINAGE DETAILS

C6.13 DRAINAGE DETAILS

C6.14 DRAINAGE DETAILS

C6.20 DRAINAGE PROFILES

LANDSCAPE ARCHITECT SHEETS

L0.00 TREE PRESERVATION PLAN
L0.01 TREE TABLE
L1.00 LANDSCAPE PLAN
L1.01 LANDSCAPE SCHEDULE & DETAILS
L1.02 LANDSCAPE DETAIILS
L1.03 SOIL PLAN & DETAILS
L2.00 IRRIGATION PLAN & SCHEDULE
L2.01 IRRIGATION DETAILS
L2.02 IRRIGATION DETAILS

ILLUMINATION SHEETS

IL-01 ILLUMINATION PLAN
OS-01 ON-SITE ILLUMINATION PLAN
OS-02 ON-SITE ILLUMINATION PLAN DETAILS
OS-03 ON-SITE ILLUMINATION PLAN DETAILS
OS-04 ON-SITE PHOTOMETRIC CALCULATIONS

END OF SECTION

INVITATION TO BID

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410

The Snoqualmie Valley School District extends an invitation to qualified General Contractors to bid the construction project hereinafter identified as Parking Lot Expansion at Opstad Elementary School.

PROJECT SCHEDULED BID DATE

The Bid shall be in a sealed envelope and shall be received until 2:00 pm, Thursday, May 14, 2026, and, after all bids are in and logged, bids will be opened and publicly read.

LOCATION OF BID SUBMITTAL AND OPENING:

SNOQUALMIE VALLEY SCHOOL DISTRICT NO. 410
Business Office
8001 Silva Ave. SE
Snoqualmie, Washington 98065

PROJECT SCOPE

The Snoqualmie Valley School District wishes to contract all services required to construct a new parking lot, including improvements to the existing parking lot at Optstad Elementary School. Work also includes landscaping (groundcover, shrubs, trees, and irrigation), parking lot lighting, and new luminaires and mast arms on existing wood poles in the right-of-way.

PROJECT DOCUMENTS

Plans, specifications, addenda, and bidder's list for this project are available through Snoqualmie Valley School District. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: "http://bxwa.com" and clicking on: "Posted Projects," "Public Works," "Education," and "Snoqualmie Valley School District." Bidders are encouraged to "Register" in order to receive automatic email notification of future addenda and to be placed on the "Bidder's List." This on-line plan room provides Bidders with fully usable on-line documents; with the ability to download, print to your own printer, order full/partial plan sets from hundreds of reprographic sources (on-line print order form), and a free on-line digitizer/take-off tool. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.
Drawings and specifications (electronic only) may also be acquired through the Civil Engineer's office at 255 S King Street, Suite 800, Seattle, WA 98104, (206) 426.2600.

Builders Exchange of Washington
2607 Wetmore Avenue
Everett, Washington 98201-2926
(425) 258-1303
www.bxwa.com

Seattle Daily Journal of Commerce
83 Columbia Street, Suite 200
Seattle, Washington 98104
(206) 622-8272
www.plancenter.djc.com

VOLUNTARY SITE INSPECTION

There will be a voluntary site inspection conference held at the site:

Wednesday, April 29, at 10:00 AM - 11:00 AM. (Meet at the Site; parcel adjacent to Stilson Ave SE)

Site Address:

OPSTAD ELEMENTARY SCHOOL
1385 Stilson Ave SE
North Bend, WA 98045

BID SECURITY REQUIREMENT

Bid security, in the amount of 5% of the bid sum must accompany each bid. Security shall be made payable to the Snoqualmie Valley School District either by certified check or bid bond issued by a surety company licensed to conduct business in Washington State.

END OF SECTION

PART 1 - GENERAL

1.1 USE OF DOCUMENTS

A. Contract Documents are enumerated in Section 00 00 03, “Table of Contents” and Section 00 01 15, “List of Drawing Sheets”.

1.2 RELATED DOCUMENTS

A. Division 00 and Division 01 apply to the work specified in this Section

1.3 DESCRIPTION

A. This Section Provides:

1. Instruction to Bidders for this project.

B. Related Requirements Specified Elsewhere:

1. Section 00 41 13 Bid Form
2. Section 00 52 00 Form of Agreement Between Owner and Contractor
3. Section 00 70 00 Conditions of the Contract

1.4 INCORPORATION OF DOCUMENTS

A. The Bidder and Contractor agree to the provisions of the documents named under this Section and agree to consider such named documents a part of the Project Specification.

PART 2 - INSTRUCTIONS TO BIDDERS

2.1 INSTRUCTIONS TO BIDDERS prepared for Snoqualmie Valley School District, following this page, is incorporated as a part of the contract documents as if bound herein.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1.01 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. The "**Owner**" is the Snoqualmie Valley School District No. 410.

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

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

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

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

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

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

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

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

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

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

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

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

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

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

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

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

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

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

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

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

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

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

1.03 BIDDING DOCUMENTS

A. COPIES

1. **Deposit.** Bidders may obtain complete sets of the Bidding Documents from the plan center locations designated in the Advertisement or Invitation to Bid and subject to their terms.

2. **Sub-bidders.** Sub-bidders may also only receive Bidding Documents from the plan center locations designated in the Advertisement or Invitation to Bid and subject to their terms.

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

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

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

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

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

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

4. **Addenda.** Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any

other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

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

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

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

C. SUBSTITUTIONS

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

2. **Pre-Bid Substitutions are Not Allowed.** No substitution will be considered prior to receipt of Bids.

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

D. ADDENDA

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

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

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

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

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

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

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

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

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

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

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

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

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

B. POTENTIAL LISTING OF SUBCONTRACTORS

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

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

   (b) plumbing as described in RCW 18.106,

   (c) electrical work as described in RCW 19.28, and

   (d) structural steel installation,

   (e) rebar installation, and

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

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

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

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

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

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

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

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

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

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

C. BID SECURITY

1. **Purpose and procedure.** Each Bid shall be accompanied by a bid security payable to the Snoqualmie Valley School District in the form required in the Bidding Documents and equal to five percent (5%) of the Base Bid. The bid security constitutes a pledge that the Bidder will enter into the Contract with the Snoqualmie Valley School District in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance, Contractor's Construction Schedule, and all other documents

required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Snoqualmie Valley School District as liquidated damages, not as a penalty. By submitting its Bid and bid security, the Bidder agrees that any forfeiture is a reasonable prediction at the time of Bid submittal of future damages to the Snoqualmie Valley School District.

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

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

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

D. SUBMISSION OF BIDS

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

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

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

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

E. MODIFICATION OR WITHDRAWAL OF BID

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

2. **Before receipt time.** Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for

receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by fax; if by fax, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. The notice shall be worded so as not to reveal the amount of the original Bid. Email notice will not be considered. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Snoqualmie Valley School District in time to be withdrawn before the Bid opening.

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

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

F. NOTICE

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

1.05 CONSIDERATION OF BIDS

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

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

C. ACCEPTANCE OF BID (AWARD)

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

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

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

D. BID PROTEST PROCEDURES

1. **Procedure.** A Bidder protesting for any reason the Bidding Documents; a bidding procedure; the Snoqualmie Valley School District's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility; the rejection of a Bid; the award

of the Contract; or any other aspect arising from or relating in any way to the bidding or award or lack thereof, shall cause a written protest to be filed with the Snoqualmie Valley School District within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after the date upon which Bids are opened. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

Ryan Stokes
Assistant Superintendent (CFO and COO)
Snoqualmie Valley School District No. 410
8001 Silva Avenue SE; P.O. Box 400
Snoqualmie Valley, Washington 98065
stokesr@svsd410.org

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

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

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

1.06 POST BID INFORMATION

A. INFORMATION FROM APPARENT LOW BIDDER

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

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

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

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

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

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

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

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

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

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

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

2. **Responsibility.** The Bidder will be required to establish to the satisfaction of the Architect and the Snoqualmie Valley School District the reliability and Responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents as well as qualifications set forth in the Sections of the Project Manual pertaining to such proposed Subcontractor's respective trades. The Responsibility of the Bidder may be judged in part by the Responsibility of these proposed entities. The following will be considered:

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

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

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

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

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

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

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

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

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

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

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

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

7. **Right to Terminate.** The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that the Bidder has made a material misrepresentation on its Contractor's Qualification Statement, the Snoqualmie Valley School District shall have the right to terminate the Contract for cause for the Contractor's breach, and the

Snoqualmie Valley School District may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.

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

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

1.07 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. BOND REQUIREMENTS: Within twenty-four (24) hours after the issuance of the Snoqualmie Valley School District's notice of intent to award the Contract, and prior to the date of execution of the Contract, the Bidder shall furnish evidence satisfactory to the Snoqualmie Valley School District of its ability to obtain statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. The cost of such bond shall be included in the Base Bid.

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

C. TIME OF DELIVERY AND FORM OF BONDS. The Bidder shall deliver the bonds and other documents required by the Contract Documents to the Snoqualmie Valley School District pursuant to the Contract Documents and in no event any later than seven (7) days after the date of execution of the Contract and prior to commencing operations at the site. The bonds shall be written in the form approved by the Snoqualmie Valley School District for public work, as required by RCW 39.08. The bonds shall be written by a surety firm licensed to do business in the State of Washington, with an A.M. Best rating of at least A/VIII. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of that person's Power of Attorney.

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

1.09 CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

J. ACCESS TO PREMISES. Any prospective Bidders or Subcontractors who wish to enter the premises must first notify both the Owner's Representative and either the school principal or Plant Department and make known their presence.

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

1.10 POSSIBLE TRENCH EXCAVATION SAFETY PROVISIONS

A. To ensure that the Bidder agrees to comply with relevant trenching safety requirements of RCW 39.04.180 and RCW 49.17, the Base Bid must include the cost of any required trench safety provisions.

The Bidder shall enter in the blank (if any) provided on the Bid form the dollar amount the Bidder has included in its Base Bid for any trench safety provisions for trenching that will exceed a depth of four feet. If trench excavation safety provisions do not pertain to the Project, the Bidder should enter "N.A." or "Not Applicable" in the blank (if any) on the Bid form.

END OF SECTION

1.1 EXISTING CONDITION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Survey information that includes information on existing conditions, is available for viewing upon request.

C. Related Requirements:

1. Document 00 21 13 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF DOCUMENT 00 31 19

DOCUMENT 00 31 19 – APPENDIX A

Following this page, See report:

"SUBSURFACE EXPLORATION, INFILTRATION ASSESSMENT, AND GEOTECHNICAL ENGINEERING REPORT" for Geotechnical Analysis of the site dated March 20, 2024; updated July 31, 2024 conducted by Associated Earth Sciences Incorporated.

associated
earth sciences
incorporated



Subsurface Exploration, Infiltration Assessment, and Geotechnical Engineering Report

OPSTAD ELEMENTARY SCHOOL PARKING AREA

North Bend, Washington

Prepared For:

SNOQUALMIE VALLEY SCHOOL DISTRICT

Project No. 20230150E001
March 20, 2024; Updated July 31, 2024



Associated Earth Sciences, Inc.

www.aesgeo.com

Kirkland | Mount Vernon | Tacoma

associated earth sciences incorporated

March 20, 2024; Updated July 31, 2024
Project No. 20230150E001

Snoqualmie Valley School District
8001 Silva Avenue SE
Snoqualmie, Washington 98065

Attention: Brandon Klepper

Subject: Subsurface Exploration, Infiltration Assessment, and Geotechnical Engineering Report
Opstad Elementary School Parking Lot
1385 Stilson Avenue SE
North Bend, Washington

Dear Mr. Klepper:

We are pleased to present this updated report summarizing the results of our subsurface exploration, infiltration assessment, and geotechnical engineering studies, and offers recommendations for the design of the proposed project.

We have enjoyed working with you on this study and are confident that the recommendations presented in this report will aid in the successful completion of your project. If you should have any questions or if we can be of additional help to you, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

Kurt D. Merriman, P.E.
Senior Principal Geotechnical Engineer

KDM/jh – 20230150E001-005

SUBSURFACE EXPLORATION, INFILTRATION ASSESSMENT, AND GEOTECHNICAL ENGINEERING REPORT

OPSTAD ELEMENTARY SCHOOL PARKING AREA

North Bend, Washington

Prepared for:
Snoqualmie Valley School District
8001 Silva Avenue SE
Snoqualmie, Washington 98065

Prepared by:
Associated Earth Sciences, Inc.
911 5th Avenue
Kirkland, Washington 98033
425-827-7701

March 20, 2024; Updated July 31, 2024
Project No. 20230150E001

TABLE OF CONTENTS

Page

1.0 INTRODUCTION 1
1.1 Purpose and Scope 1
1.2 Authorization 1
2.0 PROJECT AND SITE DESCRIPTION 1
3.0 SUBSURFACE EXPLORATION AND TESTING 2
3.1 Exploration Pits and Infiltration Test Pit 2
3.2 Well Point Installation 2
3.3 Infiltration Testing Procedures 3
3.4 Laboratory Testing 3
3.4.1 Grain-Size Distribution Testing 4
3.4.2 Cation Exchange Capacity and Organic Matter Content 4
4.0 SUBSURFACE CONDITIONS 4
4.1 Regional Soil and Geologic Mapping 5
4.1.1 Regional Geology 5
4.1.2 Regional Soils Mapping 5
4.2 Stratigraphy 5
Topsoil 5
Holocene Alluvium 5
4.3 Groundwater Conditions 6
4.3.1 Site Groundwater 6
5.0 INFILTRATION TEST RESULTS 6
5.1 Small-Scale Pilot Infiltration Test Results - Uncorrected Field Rates 7
5.2 Preliminary Design Infiltration Rates 8
6.0 GROUNDWATER MOUNDING CONSIDERATIONS 9
7.0 CONCLUSIONS AND RECOMMENDATIONS 10
8.0 SITE PREPARATION 10
8.1 Temporary and Permanent Cut Slopes 11
8.2 Site Disturbance 11
8.3 Erosion Hazards and Mitigation 11
9.0 STRUCTURAL FILL 12
9.1 Subgrade Compaction Outside Area of Infiltration Facility 12
9.2 Structural Fill Compaction 13
9.3 Moisture-Sensitive Fill 13
9.4 Structural Fill Testing 13
10.0 INFILTRATION FEASIBILITY AND DESIGN 13
10.1 Design Infiltration Rate 14
10.2 Infiltration Facility Subgrade Preparation and Backfill Recommendations 14
10.3 Water Quality Treatment 14
10.4 Construction Erosion Hazard Best Management Practices 15
10.5 Converting the Infiltration Facility to On-Line Status 15
11.0 PAVEMENT RECOMMENDATIONS 16
12.0 PROJECT DESIGN AND CONSTRUCTION MONITORING 16

TABLE OF CONTENTS (CONTINUED)

Page

LIST OF TABLES

Table 1. Summary of Field Infiltration Tests..... 7
Table 2. Correction Factors and Preliminary Design Infiltration Rates **Error! Bookmark not defined.**

LIST OF FIGURES

Figure 1. Vicinity Map
Figure 2. Existing Site and Exploration Plan
Figure 3. Proposed Site and Exploration Plan

LIST OF APPENDICES

Appendix A. Exploration Logs
Appendix B. Laboratory Test Results
Appendix C. Infiltration Test Data Sheets

1.0 INTRODUCTION

This geotechnical report presents the results of Associated Earth Sciences, Inc.'s (AESI's) subsurface exploration, infiltration assessment, and geotechnical engineering study for the subject project. The site location is shown on the "Vicinity Map," Figure 1. The approximate locations of explorations completed for this study are shown on the "Existing Site and Exploration Plan," Figure 2. Interpretive exploration logs are included in Appendix A, laboratory test results are included in Appendix B, and infiltration test data sheets are included in Appendix C.

1.1 Purpose and Scope

The purpose of this study was to provide subsurface data, conduct field infiltration testing, and perform grain-size analysis to determine preliminary design infiltration rates for the proposed stormwater infiltration system. Our study included reviewing available geologic literature, excavating three exploration pits, completing one small-scale pilot infiltration test (PIT) (as described in the 2021 *King County Surface Water Design Manual* (2021 KCSWDM) adopted by the City of North Bend), and performing geologic studies to assess the type, thickness, distribution, and physical properties of the subsurface sediments and groundwater. This report summarizes our current field/laboratory work and offers preliminary recommendations for stormwater infiltration based on our present understanding of the project. We recommend that we be allowed to review the recommendations presented in this report and revise them, if needed, when a project design has been finalized.

1.2 Authorization

Our study was accomplished in general accordance with our proposal for geotechnical services, dated June 1, 2023, and updated in accordance with our change order request (Change Order No. 1), dated July 24, 2024. This report has been prepared for the exclusive use of Snoqualmie Valley School District and their agents, for specific application to this project. Within the limitations of scope, schedule, and budget, our services have been performed in accordance with generally accepted geotechnical engineering and engineering geology practices in effect in this area at the time our report was prepared. No other warranty, express or implied, is made.

2.0 PROJECT AND SITE DESCRIPTION

The subject site consists of an existing approximately 1-acre single-family residential property located at 1385 Stilson Avenue SE, North Bend, Washington adjacent to the Opstad Elementary School (ES) campus (Figures 1 and 2). The subject site includes an existing residence, and is vegetated primarily with grass lawn, landscaping shrubbery, and deciduous and evergreen trees. The ground surface at the site is generally flat lying to gently sloping. The land surface is generally higher to the north, south, and east of the site, and lower towards the west. It is our understanding that the school district is planning to construct a new parking lot in the area east

of the existing parking area and circular driveway at Opstad ES. As shown in Figure 3 ("Proposed Site and Exploration Plan"), conceptual plans include infiltration of stormwater runoff in an R-tank infiltration system to be constructed east of the existing circular driveway.

3.0 SUBSURFACE EXPLORATION AND TESTING

Our field study consisted of three exploration pits, EP-1 through EP-3, with the installation of a groundwater level monitoring well point at EP-2, and a pilot infiltration test (PIT), referred to as IT-1, completed on November 10, 2023. The locations of our explorations are shown on Figure 2. The various types of sediments, as well as the depths where characteristics of the sediments changed, are shown on the exploration logs contained in Appendix A. The depths indicated on the logs where conditions changed may represent gradational variations between sediment types in the field.

The conclusions and recommendations presented in this report are based on AESI's explorations completed for the subject site. The number, locations, and depths of the explorations were completed within site and budgetary constraints. Because of the nature of exploratory work below ground, interpolation of subsurface conditions between field explorations is necessary. It should be noted that subsurface conditions differing from those encountered in our explorations may be present due to the random nature of deposition and the alteration of topography by past grading and/or filling. The nature and extent of any variations between the field explorations may not become fully evident until construction. If variations are observed at that time, it may be necessary to re-evaluate specific recommendations in this report and make appropriate changes.

3.1 Exploration Pits and Infiltration Test Pit

The exploration pits and infiltration test pit completed for this phase of study were completed by Northwest Excavating and Trucking under subcontract to AESI with a Bobcat E50 mini tracked excavator and a 3-foot-wide, toothed bucket. The pits permitted direct, visual observation of subsurface conditions. Materials encountered in the pits were studied and classified in the field by an AESI geologist. After logging the exposed soils, the exploration and infiltration test pits were backfilled with the excavated soil and lightly tamped with the excavator bucket, and track-rolled.

Disturbed soil samples were selected from the pits, placed in moisture-tight containers, and transported to AESI's laboratory for further visual classification and testing, as necessary. The exploration logs in Appendix A are based on the field observations and inspection of the samples.

3.2 Well Point Installation

In order to accommodate monitoring of the groundwater level below the site, a well point was installed in the western portion of the site. The well point was installed by inserting the steel well point into the open exploration pit, driving the well point with the excavator bucket to a depth

of 10 feet, and backfilling around the casing using the on-site sand. No water was present. The well point was developed subsequent to installation by adding water. An as-built of the well point is included in Appendix A. The approximate location of the well point is shown on Figure 2.

3.3 Infiltration Testing Procedures

Infiltration testing was conducted to obtain representative infiltration rates for the proposed infiltration system in the potential location shown on Figure 3. Geology and groundwater in the vicinity of the infiltration tests are discussed later in this report. Infiltration data is included in Appendix C. Analyses of infiltration testing data are discussed in Section 5.0, "Infiltration Test Results."

One low-head small-scale PIT was completed at a depth of 5.5-feet in general accordance with the 2021 KCSWDM Section 5.2.1, "General Requirements for Infiltration Facilities," and Reference 6-A "Infiltration Rate Test Methods.'

Water for the infiltration test was provided from a nearby fire hydrant via a lay-flat hose. The total water volume used during the testing period was recorded by AESI and reported to Sallal Water Association. Water was introduced into the test at a controlled rate through a digital flow meter which displayed flow rate and total flow volume. A flow diffuser was installed on the end of the hose in the test area to reduce scouring and erosion of the test base. Measurement of flow rate, total flow volume, and head (water level) within the test area were recorded periodically during the inflow portion of the test. Head for the test was measured using a staff gauge which was installed in the base of the test area. Flow rate was adjusted to achieve a stable water level within the test area.

AESI generally conducted the infiltration test as follows: During the initial portion of infiltration testing, water was discharged onto the pit base through a diffuser for a "soaking period" of 6 hours to allow the receptor soils in the immediate vicinity of the pit to become saturated. After completion of the soaking period, the water level in the pit was maintained at a constant low head with constant inflow rates for an additional hour for a total of 7 hours of flow. After 7 hours, the inflow was discontinued and the falling water level was monitored and recorded at timed intervals for 7 minutes in IT-1, until all the water had infiltrated.

After completion of the falling-head portion of testing, the infiltration test pit was overexcavated to observe the sediments which the water infiltrated through, and make observations regarding post-test seepage, if present.

3.4 Laboratory Testing

Laboratory testing consisted of grain size distribution testing performed by AESI, and Cation Exchange Capacity (CEC) and Organic Matter (OM) content testing performed by a subcontracted laboratory (Northwest Agricultural Consultants) to evaluate the treatment ability of the native

soils on representative selected samples collected during AESI's subsurface exploration at IT-1 and EP-3.

3.4.1 Grain-Size Distribution Testing

Laboratory grain-size analyses were performed on selected samples collected from the infiltration test pits during our subsurface exploration for this project. The grain-size distribution test results are included in Appendix B. The grain-size analysis test results indicate that tested sediments correlate primarily to poorly graded sands overlying and well-graded gravelly sands and sandy gravel with variable silt content based on the *ASTM International* (ASTM) D-2487 Unified Soil Classification System (USCS). The gravel content ranged from approximately 2.0 to 51.9 percent gravel.

The grain-size distribution data were also transformed to describe the U.S. Department of Agriculture (USDA) soil texture. The grain-size distributions were normalized to the No. 10 sieve-i.e., the coarse sand and gravel fraction of the sample is discounted and the remainder is taken as 100 percent of the sample. The fines were assessed relative to the No. 270 sieve. The USDA soil texture for the tested sediments ranges from "sand" to "loamy sand" with a fines content between 3.6 and 17.2 percent. The top end of this range of normalized fines percentage is due to the abundant coarse sand and gravel fraction (56.2%) in the sample tested (EP-3 at 3.5 feet). USDA soil textural class range reflects possible range assuming fines consist entirely of silt to entirely of clay.

3.4.2 Cation Exchange Capacity and Organic Matter Content

CEC and OM content testing was performed by a subcontracted laboratory to evaluate the treatment ability of the native soils on representative selected samples collected during AESI's subsurface exploration at IT-1 and EP-3. The minimum criteria for CEC is 5 milliequivalents per 100 grams of soil (meq/100g), and for OM is 1.0 percent. The soils tested had a CEC of 4.3 and 4.9 meq/100g respectively per Method 9081, Environmental Protection Agency (EPA) Publication SW-846, and an organic content of 1.29 and 1.40 percent respectively per ASTM D-2974. The results of these tests are included in Appendix B. The samples were taken at a depth of 3.5 and 3.0 feet below the surface at IT-1 and EP-3 respectively. The results of these tests are included in Appendix B.

4.0 SUBSURFACE CONDITIONS

Subsurface conditions at the project site were inferred from the field explorations accomplished for this study, visual reconnaissance of the site, and review of selected geologic literature. Detailed descriptions of the sediments encountered in each of the explorations are provided on the exploration logs in Appendix A. Natural sediments encountered at the site consist of organics and topsoil overlying Holocene alluvium, coarsening with depth. Surficial topsoil was encountered in all explorations completed for this study.

4.1 Regional Soil and Geologic Mapping

4.1.1 Regional Geology

Review of the regional geologic map of the project area, titled *Geologic Map of the North Bend 7.5-minute Quadrangle, King County, Washington*, by Dragovich et al., indicates that the area of the subject site is underlain by Quaternary alluvium deposits. Our interpretation of the natural sediments encountered in our explorations is consistent with the regional geologic and soils mapping.

4.1.2 Regional Soils Mapping

Review of the USDA Natural Resources Conservation Service (NRCS) *Web Soil Survey* indicates that the soil underlying the subject parcel consists of Neliton gravelly, loamy sand. Si silt loam is mapped to the south of the site. Neliton soils generally form from weathering of glacial outwash on 2 to 15 percent slopes, and Si soils parent material is identified as alluvium. Our interpretation of the sediments encountered at the subject site is in general agreement with the regional soils map.

4.2 Stratigraphy

The following sections present more detailed subsurface information organized from the shallowest (youngest) to the deepest (oldest) sediment types. The exploration logs contained in Appendix A provide additional subsurface information.

Topsoil

A surficial layer of organic topsoil was encountered at the surface in our explorations completed for this phase of work. This organic layer was typically on the order of a 4 to 6-inches thick.

Holocene Alluvium

Natural sediments encountered in our explorations below the existing topsoil generally consisted of loose to medium dense, brown to dark brown sand with variable silt and gravel content with increasing gravel content with depth. We interpret these sediments to be representative of Snoqualmie River alluvium deposited by the Snoqualmie River system after the full recession (melting) of the Vashon-age glacier in the area of the site approximately 12,500 years ago. The Snoqualmie River alluvium generally consisted of two facies: overbank alluvium (mostly silty, fine sand), deposited during river flooding and channel alluvium (mostly gravelly sand and sandy gravel) deposited within stream channels. This variability was encountered at the site and is illustrated on the logs in Appendix A. Generally, the upper 1 to 3 feet of alluvium consisted of fine sand and silt. With depth, the gravel content of the alluvium generally increased to gravelly sand or sandy gravel (with gravel beds on the order of 4 to 6 inches thick in EP-1) which was observed both within the samples and the digging action. Stratification was observed at varying depths within all explorations within both the fine sand and silt as well as within the gravelly layers. At

the location of each exploration, the alluvium extended beyond the maximum depths explored of approximately 8 to 10 feet.

The alluvial sediments are suitable for reuse as structural fill provided that it is at a moisture content compatible with achieving the specified level of compaction. Alluvial sediments are suitable for support of hardscapes and foundations provided that the soils are prepared as detailed in this report. The alluvium, where unweathered and of sufficient unsaturated thickness, is considered a good receptor for infiltrated stormwater.

4.3 Groundwater Conditions

4.3.1 Site Groundwater

Post-infiltration-test groundwater was not encountered in IT-1. Shallow groundwater was not encountered in the exploration pits within the maximum depths explored of 9 to 10 feet. Oxidized intervals were observed within the exploration pits completed in the vicinity of the proposed infiltration trench at depths up to 10 feet in EP-2W and up to 4 feet in IT-1, EP-1, and EP-3.

A groundwater level monitoring data logger was installed to a depth of 10 feet in EP-2WP. A continuous groundwater level data logger was installed in the well point. The well point has remained dry since installation through our most recent groundwater level monitoring site visits on January 3, 2024, and March 4, 2024. Groundwater has remained below the bottom of EP-2WP, set at approximate elevation 476 feet.

Domestic well logs available on the Washington State Department of Ecology's (Ecology's) well log viewer[1] indicate time of drilling static water levels in the range of 17 to 18 feet below ground surface (bgs; approximate elevations 466 to 470 feet), at two locations along Stilson Avenue SE. The referenced domestic well logs indicate the wells were completed in late summer/early fall. Water levels indicated would be close to seasonal lows. We anticipate that seasonal high-water levels could be several feet higher than these spot elevations, based on precipitation, river level, and other factors. However, in our opinion, there will be adequate vertical separation from groundwater for shallow infiltration facilities (set at least 5 feet above the dry well point elevation, or at about elevation 481 feet or higher).

It should be noted that the depth to groundwater and duration or quantity of seepage can vary in response to changes in weather, season, land use, and other factors.

5.0 INFILTRATION TEST RESULTS

A small-scale PIT (IT-1) was conducted in accordance with 2021 KCSWDM Section 5.2.1 and Reference 6-A at the location shown on Figure 2 to obtain representative infiltration rates for the proposed infiltration system. Field-testing data sheets are included in Appendix C. General

[1] (https://appswr.ecology.wa.gov/wellconstruction/map/WCLSWebMap/WellConstructionMapSearch.aspx)

field-testing procedures are described in Section 3.3 "Infiltration Testing Procedures" of this report.

5.1 Small-Scale Pilot Infiltration Test Results - Uncorrected Field Rates

The field-based constant head infiltration rate was approximately 205 inches per hour (in/hr) for infiltration test IT-1 and the calculated falling-head rate was approximately 130 in/hr for infiltration test IT-1. The PIT data are summarized in Table 1. Details regarding the infiltration test is provided in this section.

Table 1
Summary of Field Infiltration Tests

Infiltration Test Number	Test Depth (feet below ground surface) and Approximate Elevation	Field Constant Head Infiltration Rate (in/hr)*	Geology and Groundwater Comment**
IT-1	5.5 feet depth; approximately ~481.5 feet elevation.	205	Test conducted in sandy gravel, trace silt (Holocene alluvium)

* Field infiltration rates must be reduced for design to account for site variability, maintenance, and groundwater.
** See exploration logs in Appendix A for additional soil and groundwater descriptions.
in/hr = inches per hour



IT-1 was set at a depth of 5.5 feet in Holocene alluvial sediments. A total of approximately 17,312 gallons of water were discharged into the infiltration test, and the average flow rate during the final hour of testing was approximately 33 gallons per minute (gpm), with the head level within the test stable at 1.02 to 1.08 feet. After flow was stopped, the water level fell approximately 1.08 feet in approximately 7 minutes. The field-based infiltration rates from the constant-head and falling-head portions of the test were approximately 205 and 130 in/hr, respectively.

Upon completion of the infiltration test, the infiltration pit was deepened to 1) document the types of soils the water infiltrated through, and 2) identify any soil layers that would restrict the downward flow of infiltrating water. The material beneath the test surface at a depth of 5.5 feet bgs was observed to consist of moist, gravelly sand/sandy gravel, trace silt. No seepage or return flow was observed following the test.

5.2 Preliminary Design Infiltration Rates

The short-term field infiltration rates presented in Table 1 are unfactored and are therefore non-conservative for long-term design purposes. In accordance with the 2021 KCSWDM, correction factors must be applied to a short-term field infiltration rate. The design infiltration rates were derived using the correction factors for testing, facility geometry, and plugging, per the following formula as described in the 2021 KCSWDM, Section 5.2.1:

$$\mathbf{I_{design} = I_{measured} \times F_{testing} \times F_{geometry} \times F_{plugging}}$$

I_{design} and $I_{measured}$ are the design and measured infiltration rates. As stated in Section 5.1, "Small-Scale Pilot Infiltration Test Results - Uncorrected Field Rates," the field infiltration rate was 205 in/hr in IT-1.

According to the 2021 KCSWDM, correction factor $F_{testing}$ accounts for uncertainties in the testing methods. The correction factor for the small- and large-scale PIT for $F_{testing}$ is 0.5.

The $F_{geometry}$ correction factor accounts for the influence of facility geometry and depth to the water table or impervious strata on the field-based infiltration rate. The KCSWDM states that this factor must be between 0.25 and 1.0, as determined by the following equation:

$$\mathbf{F_{geometry} = 4\ D/W + 0.05}$$

Where D = Depth from the bottom of the proposed facility to the maximum wet season water table or nearest impervious layer, whichever is less; and W = Width of the facility.

At the time of this report, specific infiltration facility depths have not been determined. The facility type consists of a long, narrow "R-tank" infiltration gallery. Groundwater was not encountered in any of the explorations. At the time of this report, infiltration facility depths on the order of less than 6 feet below existing grades are under consideration. We selected a value for $F_{geometry}$ of 0.25 because depth to seasonal groundwater in unknown. Groundwater mounding considerations are discussed Section 6.0.

The plugging factor ($F_{plugging}$) is based on the grain size of the materials tested. The options for this factor are:

- 0.7 for loams and sandy loams;
- 0.8 for fine sands and loamy sands;
- 0.9 for medium sands; and
- 1.0 for coarse sands and cobbles, or any soil type in an infiltration facility preceded by a water quality facility.

We selected a value of 1.0 because the facility will be founded in sandy gravel to gravelly sand, and based on our understanding that the infiltration facility will be preceded by water quality treatment.

The estimated preliminary design infiltration rate for the infiltration facility would be 25 in/hr based on the results of IT-1, using the correction factors. However, Section 5.2.1 of the KCSWDM states that the "design infiltration rate (I_{design}) **must not exceed 20 inches/hour**." Therefore, we recommend a design infiltration rate of 20 in/hr. The correction factors used and the resulting I_{design} preliminary design infiltration rates are shown in Table 2.

Table 2
Correction Factors and Preliminary Design Infiltration Rates

Test No.	Field Infiltration Rate (in/hr) ($I_{measured}$)	$F_{testing}$	$F_{geometry}$	$F_{plugging}$	Preliminary Design Infiltration Rate (in/hr)	Recommended Design Infiltration Rate (in/hr) (I_{design})
IT-1	205	0.5	0.25	1.0	25.6	20

in/hr = inches per hour

6.0 GROUNDWATER MOUNDING CONSIDERATIONS

A groundwater mounding analysis has not been completed for this project. The need for groundwater mounding will be determined as the project design progresses, and is related to the vertical separation from groundwater or a low-permeability barrier, the drainage area to a facility, and to more efficiently size the facility, as discussed below.

- Vertical Separation: The 2021 KCSWDM requires a vertical separation of 5 feet, but allows a reduction to 3 feet if a groundwater mounding analysis is performed and the analysis demonstrates the design is adequate and that overtopping does not occur. A groundwater mounding analysis can be completed to simulate the maximum groundwater mound height and compare it to the maximum design high water elevation (DHWE) in a proposed infiltration facility. Groundwater mounding can occur when water is introduced into an infiltration facility at a higher rate than it can be conveyed from the area beneath the facility. The introduced water can "mound" on the groundwater table or on a less-permeable silty interbed within the receptor sand or gravel during a storm event. When the storm event is over and water is not being introduced into the system, the mound will normally dissipate.

- Sizing Efficiency: A mounding analysis can simulate the maximum groundwater level beneath a facility during a design storm series. Based on the results of a groundwater

mounding analysis, the factor of safety due to facility geometry can be reduced to 1, resulting in a higher design infiltration rate.

7.0 CONCLUSIONS AND RECOMMENDATIONS

Our explorations indicate that, from a geotechnical standpoint, the subject site is suitable for the proposed improvements provided the recommendations contained herein are properly followed. Based on our subsurface exploration and geologic interpretations, we conclude that shallow infiltration of treated stormwater runoff for the site should be feasible.

8.0 SITE PREPARATION

Site preparation of the planned work areas should include removal of all grass, brush, and any other surficial deleterious materials where encountered. For areas where infiltration is proposed, the topsoil, surficial fill, or soil with elevated fines would need to be removed from the ground to expose coarser-grained receptor soil for infiltration. The stripping should be performed by reaching into the facility and working towards the machine. Machinery should not be allowed to operate anywhere within the infiltration facility.

Buried utilities should be removed from foundation areas, and should be abandoned in place or removed from below planned new paving. Any depressions below planned final grades should be backfilled with structural fill, as discussed under the "Structural Fill" section of this report.

Existing topsoil should be stripped from structural areas to expose intact alluvial sediments. The actual observed in-place depth of grass and topsoil at the exploration locations is presented on the exploration logs in Appendix A. After stripping, remaining roots and stumps should be removed from structural areas. All soils disturbed by stripping and grubbing operations should be recompacted as described below for structural fill.

Existing fill was not encountered in any of our explorations completed for this study; however, existing fill should be expected to occur around existing structures and buried utilities. If existing fill is encountered in planned building areas at the time of construction, it should be overexcavated and replaced with structural fill.

Once excavation to subgrade elevation is complete, the resulting surface should be proof-rolled with a loaded dump truck or other suitable equipment. Any soft, loose, yielding areas or areas exposing excessively organic material should be excavated to exposed suitable bearing soils. The subgrade should then be compacted to at least 95 percent of the modified Proctor maximum dry density, as determined by the ASTM D-1557 test procedure. Structural fill can then be placed to achieve desired grades, if needed.

8.1 Temporary and Permanent Cut Slopes

In our opinion, stable construction slopes should be the responsibility of the contractor and should be determined during construction. For planning purposes, we anticipate that any temporary, unsupported cut slopes within the existing fill and alluvial deposits may be made at a maximum inclination of 1.5H:1V (Horizontal:Vertical). As is typical with earthwork operations, some sloughing and raveling may occur and cut slopes may have to be adjusted in the field. In addition, WISHA/OSHA regulations should be followed at all times. Permanent, unsupported cut or fill slopes made above the water table should not exceed a gradient of 2H:1V.

8.2 Site Disturbance

The near-surface, on-site soils contain a moderate percentage of fine-grained material that makes them somewhat moisture-sensitive and subject to disturbance when wet. The contractor must use care during site preparation and excavation operations so that the underlying soils in these areas are not softened. If disturbance occurs, the softened soils should be removed and the area brought to grade with structural fill. Consideration should be given to protecting access and staging areas with an appropriate section of crushed rock.

8.3 Erosion Hazards and Mitigation

Though the site is not considered an erosion hazard, transport of sediment is still possible during storm events. We recommend the following best management practices (BMPs) to mitigate erosion and potential for off-site sediment transport:

1. Construction activity should be scheduled or phased as much as possible to avoid earthwork activity during the wet season.

2. The winter performance of a site is dependent on a well-conceived plan for control of site erosion and stormwater runoff. The site plan should include ground-cover measures and staging areas. The contractor should be prepared to implement and maintain the required measures to reduce the amount of exposed ground.

3. Temporary erosion and sedimentation control (TESC) elements and perimeter flow control should be established prior to the start of grading.

4. During the wetter months of the year, or when significant storm events are predicted during the summer months, the work area should be stabilized so that if showers occur, it can receive the rainfall without excessive erosion or sediment transport. The required measures for an area to be "buttoned-up" will depend on the time of year and the duration that the area will be left unworked. During the winter months, areas that are to be left unworked for more than 2 days should be mulched or covered with plastic. During the summer months, stabilization will usually consist of seal-rolling the subgrade. Such measures will aid in the contractor's ability to get back into a work area after a storm

event. The stabilization process also includes establishing temporary stormwater conveyance channels through work areas to route runoff to the approved treatment/discharge facilities.

5. All disturbed areas should be revegetated as soon as possible. If it is outside of the growing season, the disturbed areas should be covered with mulch. Straw mulch provides a cost-effective cover measure and can be made wind-resistant with the application of a tackifier after it is placed.

6. Surface runoff and discharge should be controlled during and following development. Uncontrolled discharge may promote erosion and sediment transport.

7. Soils that are to be reused around the site should be stored in such a manner as to reduce erosion from the stockpile. Protective measures may include, but are not limited to, covering stockpiles with plastic sheeting or the use of silt fences around pile perimeters.

It is our opinion that with the proper implementation of the TESC plans and by field-adjusting appropriate erosion mitigation (BMPs) throughout construction, the potential adverse impacts from erosion hazards on the project should be mitigated.

9.0 STRUCTURAL FILL

Placement of structural fill may be necessary to establish desired grades in some areas or to backfill utility trenches or around foundations. All references to structural fill in this report refer to subgrade preparation, fill type, and placement and compaction of materials as discussed in this section. If a percentage of compaction is specified under another section of this report, the value given in that section should be used.

9.1 Subgrade Compaction Outside Area of Infiltration Facility

After overexcavation/stripping has been performed to the satisfaction of the geotechnical engineer/engineering geologist, the upper 12 inches of exposed ground should be recompacted to a firm and unyielding condition. If the subgrade contains too much moisture, suitable recompaction may be difficult or impossible to attain and should probably not be attempted. In lieu of recompaction, the area to receive fill should be blanketed with washed rock or quarry spalls to act as a capillary break between the new fill and the wet subgrade. Where the exposed ground remains soft and further overexcavation is impractical, placement of an engineering stabilization fabric may be necessary to prevent contamination of the free-draining layer by silt migration from below. No overexcavation or compaction should be performed on the exposed infiltration subgrade soils.

After recompaction of the exposed ground is tested and approved, or a free-draining rock course is laid, structural fill may be placed to attain desired grades.

9.2 Structural Fill Compaction

Structural fill is defined as non-organic soil, acceptable to the geotechnical engineer, placed in maximum 8-inch loose lifts, with each lift being compacted to at least 95 percent of the modified Proctor maximum dry density using ASTM D-1557 as the standard. The top of the compacted fill should extend horizontally a minimum distance of 3 feet beyond footings or pavement edges before sloping down at an angle no steeper than 2H:1V. Fill slopes should either be overbuilt and trimmed back to final grade or surface-compacted to the specified density.

9.3 Moisture-Sensitive Fill

Soils in which the amount of fine-grained material (smaller than No. 200 sieve) is greater than approximately 5 percent (measured on the minus No. 4 sieve size) should be considered moisture-sensitive. Use of moisture-sensitive soil in structural fills should be limited to favorable dry weather conditions. The on-site native sediments were generally comprised of sand and gravel with a low silt content (less than 5 percent) and are suitable for reuse as structural fill, provided the moisture contents are near optimum. Due to the low silt content, these sediments are not as sensitive to moisture as soils with a higher silt content, and in general can be worked during a longer period of the year when compared to siltier sediments. During the dry summer months, water may need to be added to the native sediments to raise the moisture content before proper compaction can be achieved.

9.4 Structural Fill Testing

The contractor should note that any proposed fill soils must be evaluated by AESI prior to their use in fills. This would require that we have a sample of the material at least 3 business days in advance to perform a Proctor test and determine its field compaction standard. A representative from our firm should observe the stripped subgrade and be present during placement of structural fill to observe the work and perform a representative number of in-place density tests. In this way, the adequacy of the earthwork may be evaluated as filling progresses and any problem areas may be corrected at that time. It is important to understand that taking random compaction tests on a part-time basis will not assure uniformity or acceptable performance of a fill. As such, we are available to aid the owner in developing a suitable monitoring and testing frequency.

10.0 INFILTRATION FEASIBILITY AND DESIGN

The feasibility of stormwater infiltration depends upon the presence of a suitable receptor native soil of sufficient thickness, extent, permeability, and vertical separation from groundwater. Our explorations completed for this study encountered highly permeable coarse-grained alluvium at depths below about 3 to 4 feet in the areas under consideration for infiltration.

10.1 Design Infiltration Rate

For facilities situated in the coarse-grained alluvium comprised of sandy gravel/gravelly, coarse sand with trace silt, we recommend a design infiltration of 20 inches per hour, as described in Section 5.2 of this report.

10.2 Infiltration Facility Subgrade Preparation and Backfill Recommendations

We have the following comments and recommendations:

1. The base of the infiltration facilities should be excavated through the topsoil and weathered alluvial sediments and be situated a minimum of 1 foot in the unweathered alluvial sands and gravels. AESI should observe the subgrade at the time of construction. Stripping and excavation should be performed in a manner that does not disturb the underlying receptor horizon. Use of heavy equipment in the areas proposed for infiltration has the potential to compact the subgrade and reduce infiltration potential. As such, we recommend using an excavator with a toothed bucket to strip and scarify the subgrade without tracking over it. Construction activity on the surface that results in compaction of the native soil or tracking a layer of fine-grained sediments at the subgrade surface will have a detrimental effect on the infiltration rate.
2. Past experience excavating in Quaternary alluvial sediments suggests that caving should be anticipated. Careful consideration should be paid to sequencing, excavation techniques, staging of backfill materials, and backfill installation methods to limit the potential for caving.
3. Import sediments such as drainage aggregate or bioretention soil mix will need to be protected from siltation and sand by proper temporary erosion and sedimentation control (TESC) practices and management of the imported materials stockpile. Contaminated backfill materials cannot be used in infiltration facilities and will be rejected by AESI.

Due to natural variability of the subsurface conditions, the potential for field adjustments should be anticipated based on actual conditions encountered during construction. Depending on the season the infiltration facility is constructed, perched water may be present. The contractor should be prepared to handle the perched water.

We recommend that AESI observe the subgrade, and be present during the excavation and backfilling of the infiltration facilities.

10.3 Water Quality Treatment

It is our understanding that plans for the pre-treatment of stormwater are still under development.

10.4 Construction Erosion Hazard Best Management Practices

Care must be taken during construction not to contaminate the infiltration facilities with stormwater and silt. The infiltration facility must not be used to infiltrate stormwater during construction. All construction site stormwater should be directed to a suitable location as specified on the approved TESC plan.

During construction, the infiltration facility must be configured to prevent silt-laden construction runoff water from entering the facilities.

10.5 Converting the Infiltration Facility to On-Line Status

During construction, the infiltration facilities must be configured to prevent inflow of turbid, silt-laden construction runoff. Prior to bringing the infiltration facilities on-line, the following elements must be achieved:

1. All planned earthwork must be complete.
2. Site stabilization must be complete:
    a. All permanent groundcover in place.
    b. No exposed topsoil.
    c. Hydroseeded areas must have established growth sufficient to fix topsoil in place.
    d. No visible sediment transport by stormwater during rain events.
    e. Catch-basin filter socks should no longer be needed and shall be removed.
3. Hard surfaces such as paving and sidewalks must be cleaned with no visible sediment or substances that could be transported by stormwater.
4. As appropriate to the design, all stormwater collection system components must be cleaned and inspected:
    a. All catch basins, manholes, and similar structures shall be cleaned by rinsing and vacuuming to remove visible sediment. No water used in the cleaning of the upstream system shall be discharged into the infiltration facility.
    b. All stormwater pipes shall be jetted to remove visible sediment.
5. AESI shall be notified that construction is complete and shall be allowed to install long-term monitoring components such as water level loggers before water is routed to the infiltration facility.
6. The owner, civil engineer, and AESI must be notified that the above items have been completed and must concur that the above items have been satisfactorily completed.
7. Written authorization must be provided from the owner, civil engineer, and AESI to the contractor that water may be routed to the infiltration facility for disposal.

8. Following the first substantial rain event after the infiltration facility is brought on-line, the system shall be visually inspected. The contractor shall contact the owner, civil engineer, and AESI to attend the inspection, and shall open facility enclosures, catch basins, manholes, and other structures as needed to allow visual inspection.

11.0 PAVEMENT RECOMMENDATIONS

The pavement sections included in this report section are for driveway and parking areas onsite and are not applicable to right-of-way improvements. At this time, we are not aware of any planned right-of-way improvements; however, if any new paving of public streets is required, we should be allowed to offer situation-specific recommendations.

Pavement areas should be prepared in accordance with the "Site Preparation" section of this report. If the stripped native soil or existing fill (if encountered) pavement subgrade can be compacted to 95 percent of ASTM D 1557 and is firm and unyielding, no additional excavation (overexcavation) is required. Soft or yielding areas should be overexcavated to provide a suitable subgrade and backfilled with structural fill. The upper 2 feet of pavement subgrade should be recompacted to 95 percent of ASTM D 1557. If required, structural fill may then be placed to achieve desired subbase grades.

We anticipate the interior parking lot and aisles will be subject to light traffic loads from passenger vehicles driving and parking. In these light traffic load areas, we recommend a pavement section consisting of 3 inches of Hot Mix Asphalt (HMA) underlain by at least 4 inches of crushed surfacing base course as the recommended minimum in areas of planned passenger car lanes and parking. Additionally, we anticipate that select areas of pavement onsite may encounter heavier loading from busses. In these heavy traffic areas, a minimum pavement section consisting of 3½ inches of HMA underlain by at least 3 inches of crushed surfacing top course and at least 4 inches of crushed surfacing base course is recommended. The crushed rock will provide improved and consistent drainage, which will extend the service life of the parking lot. The crushed rock courses must be compacted to 95 percent of the maximum density, as determined by ASTM D 1557. All paving materials should meet gradation criteria contained in the current Washington State Department of Transportation (WSDOT) Standard Specifications.

12.0 PROJECT DESIGN AND CONSTRUCTION MONITORING

We are available to provide additional geotechnical consultation as the project design develops and possibly changes from that upon which this report is based. If significant changes in grading are made, we recommend that AESI perform a geotechnical review of the plans prior to final design completion. In this way, our earthwork and foundation recommendations may be properly interpreted and implemented in the design.

We are also available to provide geotechnical engineering and monitoring services during construction. The performance of the improvements depends on proper site preparation and construction procedures. Also, AESI should be contacted at the time the infiltration facility is constructed to monitor the subgrade conditions encountered and to verify that suitable receptor soils are present. The infiltration performance depends on verification of anticipated subsurface conditions, proper site preparation, and construction procedures. In addition, engineering decisions may have to be made in the field in the event that variations in subsurface conditions become apparent. Construction monitoring services are not part of this current scope of work. If these services are desired, please let us know, and we will prepare a proposal.

We have enjoyed working with you on this study and are confident these recommendations will aid in the successful completion of your project. If you should have any questions or require further assistance, please do not hesitate to call.

Sincerely,
ASSOCIATED EARTH SCIENCES, INC.
Kirkland, Washington

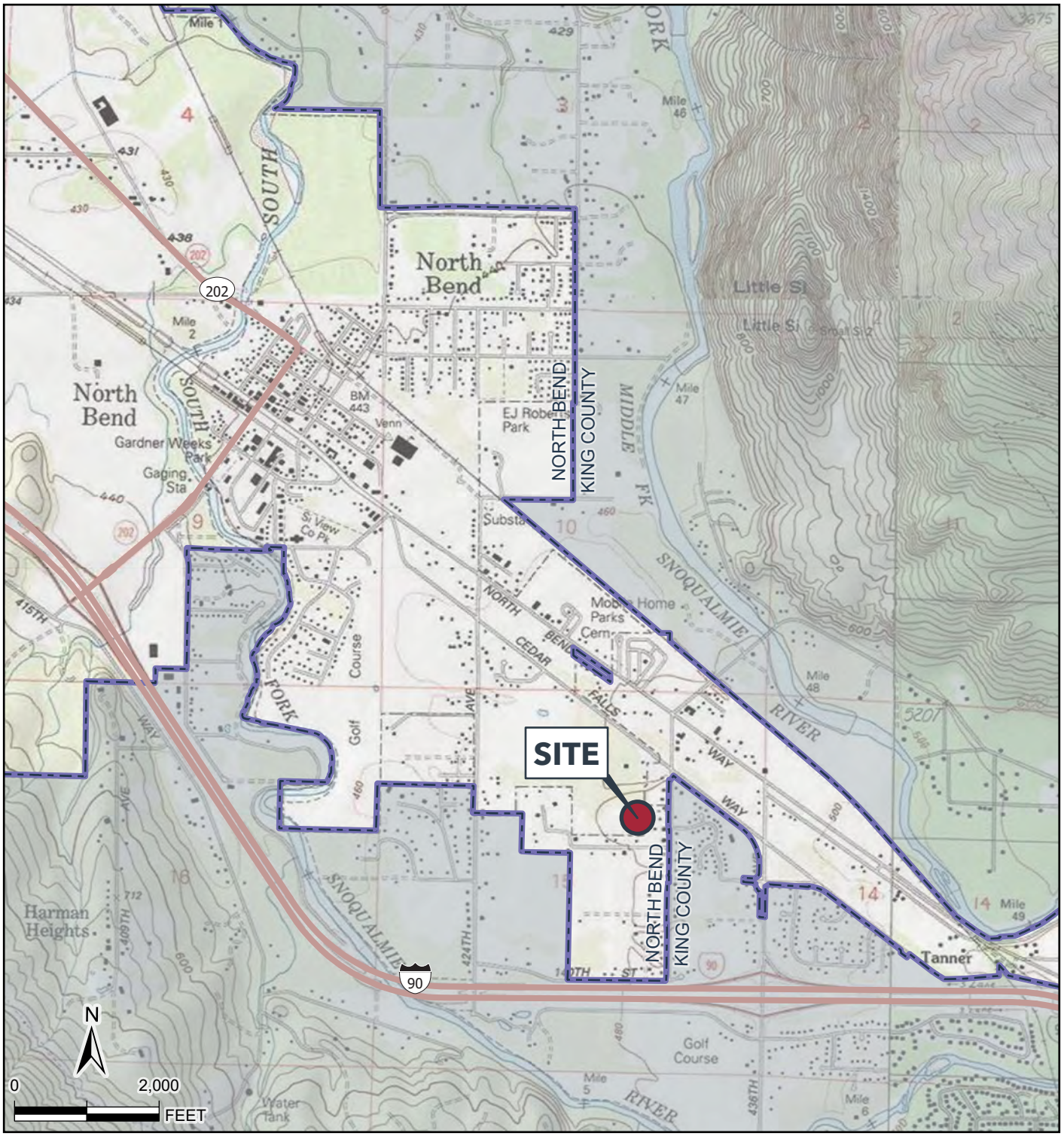
Peter E. Linton, L.G.
Project Geologist

Jeffrey Laub, P.E., L.G., L.E.G.
Associate Engineer/Geologist



Kurt D. Merriman, P.E.
Senior Principal Engineer

Attachments:
Figure 1: Vicinity Map
Figure 2: Existing Site and Exploration Plan
Figure 3: Proposed Site and Exploration Plan
Appendix A: Exploration Logs
Appendix B: Laboratory Test Results
Appendix C: Infiltration Test Data Sheets



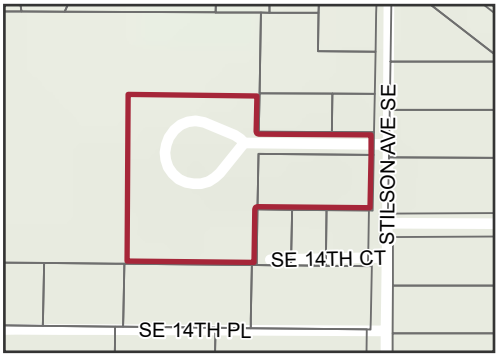
COUNTY LOCALE



ESRI, USGS, NATIONAL GEOGRAPHIC, DELORME, NATURALVUE, I-CUBED, GEBCO: ARCGIS ONLINE BASEMAP. WADOT STATE ROUTES 24K (12/20). KING CO: PARCELS (4/23), ROADS (5/23).

NOTE: LOCATION AND DISTANCES SHOWN ARE APPROXIMATE. BLACK AND WHITE REPRODUCTION OF THIS COLOR ORIGINAL MAY REDUCE ITS EFFECTIVENESS AND LEAD TO INCORRECT INTERPRETATION.

LOCATION



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VICINITY MAP

OPSTAD ELEMENTARY SCHOOL PARKING LOT
NORTH BEND, WASHINGTON

PROJECT NO.	DATE	FIGURE
20230150E001	11/23	1

G:\GIS_Projects\20230150 Opstad ES Parking Lot_aprx\20230150E001 F1 VM_Opstad ES.aprx | 20230150E001 F1 VM_Opstad ES | 2023-11-17 | mtrop



LEGEND

- SITE
- EXPLORATION PIT
- INFILTRATION TEST
- WELL POINT
- CONTOUR 10 FT
- CONTOUR 2 FT
- PARCEL
- CITY BOUNDARY

N

0 60

FEET

DATA SOURCES/REFERENCES:
KING COUNTY: ROADS (5/23), PARCELS (4/23), CITY BOUNDARY (5/23).
EAGLEVIEW TECHNOLOGIES, INC.: AERIAL IMAGERY (2021).
PSLC: KING COUNTY 2016, 3' CELL SIZE, DELIVERY 4 FLOWN 3/26/16 - 8/27/16. CONTOURS DERIVED FROM LIDAR.

BLACK AND WHITE REPRODUCTION OF THIS COLOR ORIGINAL MAY REDUCE ITS EFFECTIVENESS AND LEAD TO INCORRECT INTERPRETATION. LOCATION AND DISTANCES SHOWN ARE APPROXIMATE.

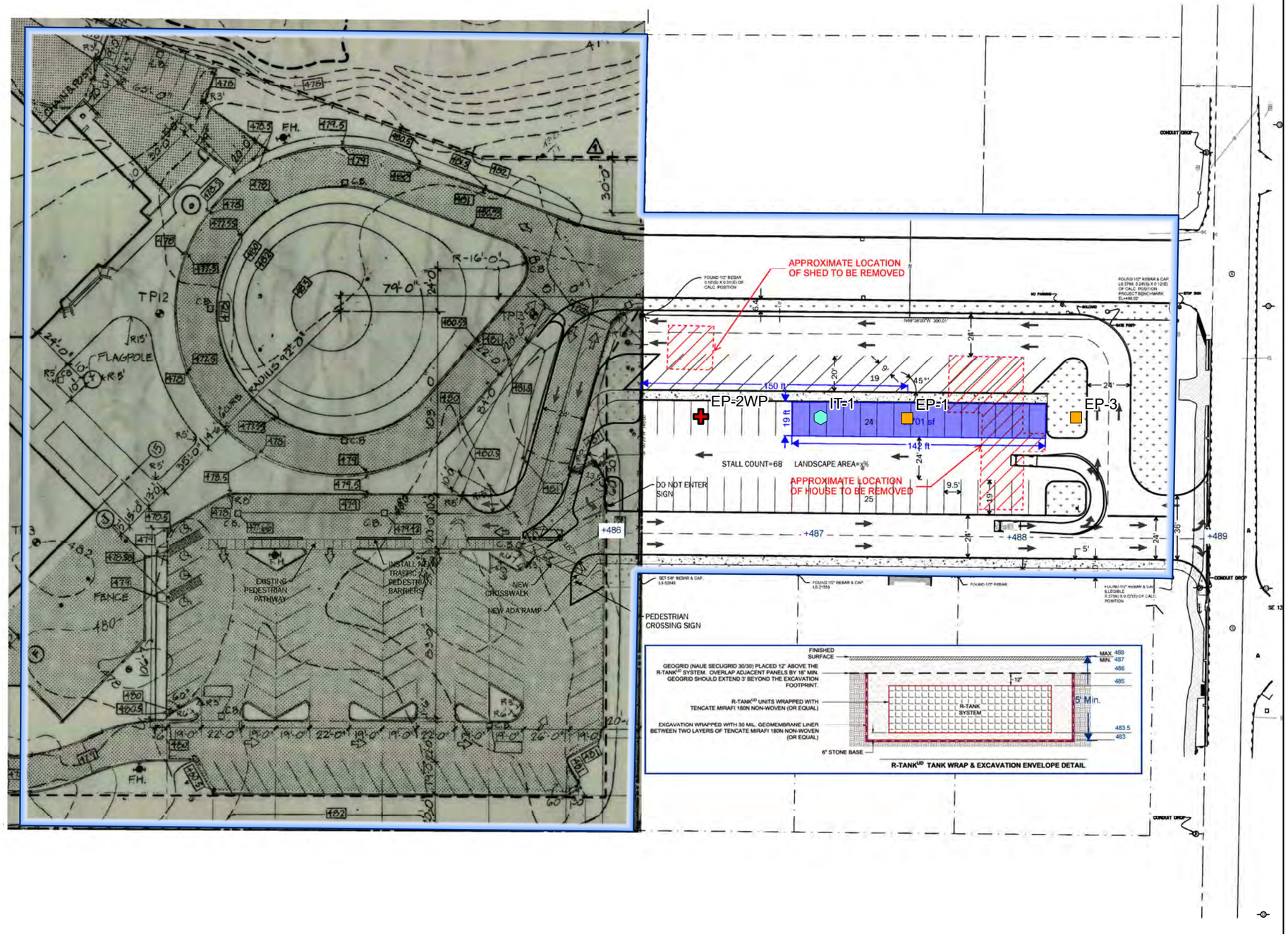
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EXISTING SITE AND EXPLORATION PLAN

OPSTAD ELEMENTARY SCHOOL PARKING LOT
NORTH BEND, WASHINGTON

PROJECT NO.	DATE	FIGURE
20230150E001	11/23	2

G:\GIS_Projects\2023\230150 Opstad ES Parking Lot_aprx\20230150E001 F2 ES_Opstad ES.aprx | 20230150E001 F2 ES_Opstad ES | 2023-11-16 | mtrop



LEGEND

- SITE
- EXPLORATION PIT
- INFILTRATION TEST
- WELL POINT

N

0 60

FEET

DATA SOURCES/REFERENCES:
JACOBSON CONSULTING ENGINEERS, OPSTAD ELEMENTARY SCHOOL CONCEPT INFILTRATION LOCATION, 11/8/2023.

BLACK AND WHITE REPRODUCTION OF THIS COLOR ORIGINAL MAY REDUCE ITS EFFECTIVENESS AND LEAD TO INCORRECT INTERPRETATION. LOCATION AND DISTANCES SHOWN ARE APPROXIMATE.

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PROPOSED SITE AND EXPLORATION PLAN

OPSTAD ELEMENTARY SCHOOL PARKING LOT
NORTH BEND, WASHINGTON

PROJECT NO.	DATE	FIGURE
20230150E001	11/23	3

G:\GIS_Projects\2023\230150 Opstad ES Parking Lot_aprx\20230150E001 F3 SP_Opstad ES.aprx | 20230150E001 F3 SP_Opstad ES | 2023-11-17 | mtrop

APPENDIX A

Exploration Logs

Coarse-Grained Soils - More than 50%[1] Retained on No. 200 Sieve	Gravels - More than 50%[1] of Coarse Fraction Retained on No. 4 Sieve	≤5% Fines[2]	GW	Well-graded gravel and gravel with sand, little to no fines
			GP	Poorly-graded gravel and gravel with sand, little to no fines
		≥12% Fines[2]	GM	Silty gravel and silty gravel with sand
			GC	Clayey gravel and clayey gravel with sand
	Sands - 50%[1] or More of Coarse Fraction Passes No. 4 Sieve	≤5% Fines[2]	SW	Well-graded sand and sand with gravel, little to no fines
			SP	Poorly-graded sand and sand with gravel, little to no fines
		≥12% Fines[2]	SM	Silty sand and silty sand with gravel
			SC	Clayey sand and clayey sand with gravel
Fine-Grained Soils - 50%[1] or More Passes No. 200 Sieve	Silts and Clays Liquid Limit Less than 50		ML	Silt, sandy silt, gravelly silt, silt with sand or gravel
			CL	Clay of low to medium plasticity; silty, sandy, or gravelly clay, lean clay
			OL	Organic clay or silt of low plasticity
	Silts and Clays Liquid Limit 50 or More		MH	Elastic silt, clayey silt, silt with micaceous or diatomaceous fine sand or silt
			CH	Clay of high plasticity, sandy or gravelly clay, fat clay with sand or gravel
			OH	Organic clay or silt of medium to high plasticity
Highly Organic Soils			PT	Peat, muck and other highly organic soils

Terms Describing Relative Density and Consistency

Coarse-Grained Soils	Density	SPT[3] blows/foot
	Very Loose	0 to 4
	Loose	4 to 10
	Medium Dense	10 to 30
	Dense	30 to 50
	Very Dense	>50

Fine-Grained Soils	Consistency	SPT[3] blows/foot
	Very Soft	0 to 2
	Soft	2 to 4
	Medium Stiff	4 to 8
	Stiff	8 to 15
	Very Stiff	15 to 30
	Hard	>30

Test Symbols

G = Grain Size
M = Moisture Content
A = Atterberg Limits
C = Chemical
DD = Dry Density
K = Permeability

Component Definitions

Descriptive Term	Size Range and Sieve Number
Boulders	Larger than 12"
Cobbles	3" to 12"
Gravel	3" to No. 4 (4.75 mm)
Coarse Gravel	3" to 3/4"
Fine Gravel	3/4" to No. 4 (4.75 mm)
Sand	No. 4 (4.75 mm) to No. 200 (0.075 mm)
Coarse Sand	No. 4 (4.75 mm) to No. 10 (2.00 mm)
Medium Sand	No. 10 (2.00 mm) to No. 40 (0.425 mm)
Fine Sand	No. 40 (0.425 mm) to No. 200 (0.075 mm)
Silt and Clay	Smaller than No. 200 (0.075 mm)

[4] Estimated Percentage

Component	Percentage by Weight
Trace	<5
Some	5 to <12
Modifier (silty, sandy, gravelly)	12 to <30
Very *modifier* (silty, sandy, gravelly)	30 to <50

Moisture Content

Dry - Absence of moisture, dusty, dry to the touch
Slightly Moist - Perceptible moisture
Moist - Damp but no visible water
Very Moist - Water visible but not free draining
Wet - Visible free water, usually from below water table

Symbols

Sampler Type and Description

- Blows/6" or portion of 6"
- Split-Spoon Sampler (SPT)
- California Sampler
- Ring Sampler
- Continuous Sampling
- Grab Sample
- Portion not recovered

Groundwater depth

- ATD At time of drilling
- Static water level (date)

- Cement grout surface seal
- Bentonite seal
- Filter pack with blank casing section
- Screened casing or Hydrotip with filter pack
- End cap

Classifications of soils in this report are based on visual field and/or laboratory observations, which include density/consistency, moisture condition, grain size, and plasticity estimates and should not be construed to imply field or laboratory testing unless presented herein. Visual-manual and/or laboratory classification methods of ASTM D-2487 and D-2488 were used as an identification guide for the Unified Soil Classification System.

(1) Percentage by dry weight
(2) Combined USCS symbols used for fines between 5% and 12%
(3) (SPT) Standard Penetration Test (ASTM D-1586)
(4) In General Accordance with Standard Practice for Description and Identification of Soils (ASTM D-2488)

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EXPLORATION LOG KEY

FIGURE: A1

Blocks\ dwg \ log_key 2022.dwg LAYOUT: Layout 5 - 2022 Logdraft

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Exploration Pit EP-1

Opstad Elementary School Parking Lot Sheet: 1 of 1

North Bend, WA	Date: 11/10/23	Logged By: PL
20230150E001	Total Depth (ft): 9	Approved By: JHS

Depth (ft)	Description	USCS
	Elev.: 487 ft NAVD 88	
0	**Grass/Roots - 4 inches**	
	Holocene Alluvium (Fine) Loose to medium dense, moist, dark brown, silty, fine SAND; massive; slightly oxidized; sand contains mica (SM).	
2.5		
	Holocene Alluvium (Coarse) Medium dense, moist, brown and orangish brown, sandy, fine to coarse GRAVEL, trace silt, trace cobbles; stratified; gravel are subrounded; sand is fine to coarse (GP).	
5	Beds (4 to 6 inches thick) of fine to coarse GRAVEL, some sand, trace silt, trace cobbles.	
7.5		
	No seepage. Moderate to severe caving 3 to 9 feet.	
10		
12.5		
15		
17.5		
20		

11/29/2023

20230150E001

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Well Point EP-2WP

Opstad Elementary School Parking Lot — Sheet: 1 of 1

North Bend, WA	Start Date: 11/10/23	Logged By: PL
20230150E001	Ending Date: 11/10/23	Approved By: JHS

Driller/Equipment: Back Hoe
Hammer Weight/Drop:
Hole Diameter (in):
Ground Surface Elevation (ft): 486
Water Level Elevation (ft):
Groundwater Depth ATD (ft): Not encountered

Total Depth (ft): 10
Well Completion Depth (ft): 10
Well Tag No.:
Top of Well Casing Elevation (ft): 488.5
Datum: NAVD 88
Groundwater Depth Post Drilling (ft) (Date): ( )

Depth (ft)	Description	Well Construction
0	**Grass/Roots - 6 inches**	Twist on threaded cap 2.5 feet of casing stick up 1-1/4 inch steel well casing
	Holocene Alluvium (Fine) Loose to medium dense, moist, dark brown, silty, fine SAND (SM). Becomes brown and orangish brown, fine SAND, some silt; massive; small roots (SP-SM).	Backfilled around point using excavated sand 0 to 10 feet
2.5		
5	Becomes grayish brown, fine SAND, trace silt (SP).	
7.5	Medium stiff, moist, mottled orangish brown and gray, sandy, SILT ranging to medium dense, silty, fine SAND; stratified (ML/SM)	30-inch well point screen, threaded connections
	Holocene Alluvium (Coarse) Medium dense, moist, orangish brown and brown, fine SAND, trace silt, trace gravel; heavily oxidized in places; boulder approximately 16 inches in diameter encountered near base of excavation (SP).	Conical tip
10	No seepage. Moderate caving 4 to 10 feet. Dry point. Added water to well point for approximately 2 minutes at approximately 5 to 10 gpm. Unable to maintian measurable head.	
12.5		
15		
17.5		

Blows/Foot: 10, 20, 30, 40, 50+

11/29/2023

20230150E001

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Exploration Pit EP-3

Opstad Elementary School Parking Lot Sheet: 1 of 1

North Bend, WA	Date: 11/10/23	Logged By: PL
20230150E001	Total Depth (ft): 9	Approved By: JHS

Elev.: 488 ft NAVD 88

Depth (ft)	Description	USCS
0	**Grass/Roots - 4 inches**	
	Holocene Alluvium (Fine) Loose to medium dense, moist, brown and dark brown, silty, fine SAND; gray mottled oxidation; sand contains mica (SM).	
2.5	Becomes brown, fine SAND, some silt (SP-SM).	
	Holocene Alluvium (Coarse) Medium dense, moist, brown, silty, sandy, coarse GRAVEL, some cobbles (GM).	
5	Becomes fine to coarse GRAVEL, some silt, some cobbles (GP-GM).	
7.5	Stratified beds of gravel and cobbles.	
	No seepage. Severe caving 2 to 9 feet.	
10		
12.5		
15		
17.5		
20		

20230150E001 11/29/2023

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Exploration Pit IT-1

Opstad Elementary School Parking Lot Sheet: 1 of 1

North Bend, WA	Date: 11/10/23	Logged By: PL
20230150E001	Total Depth (ft): 9.5	Approved By: JHS

Depth (ft)	Description Elev.: 487 ft NAVD 88	USCS
0	**Grass/Roots - 6 inches**	
	Holocene Alluvium (Fine) Loose to medium dense, moist, brown and orangish brown, fine SAND, some silt; massive; more heavily oxidized near surface (SP-SM).	
2.5		
5	**Holocene Alluvium (Coarse)** Medium dense, moist, brown, sandy, fine to coarse GRAVEL, trace silt, trace cobbles; stratified (GP).	
7.5		
10	No seepage. Severe caving 4 to 9.5 feet. Infiltration test performed at 5.5 feet.	
12.5		
15		
17.5		
20		

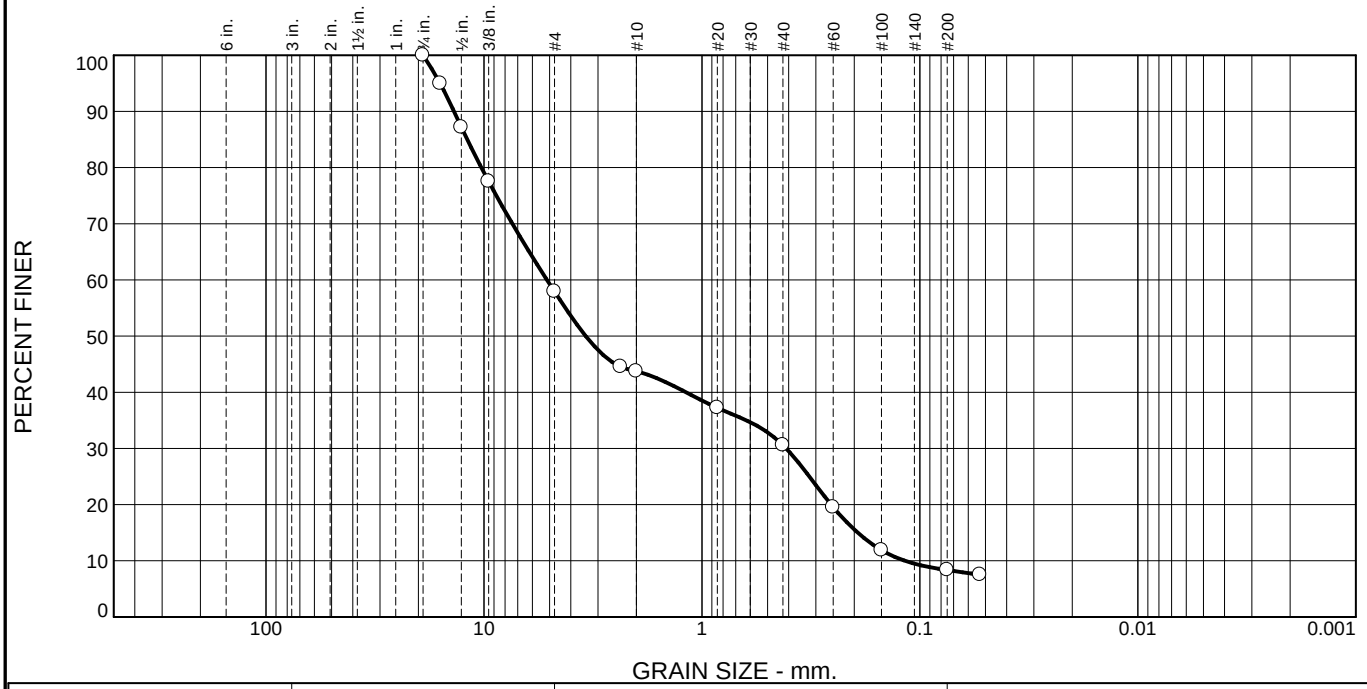
11/29/2023

20230150E001

APPENDIX B

Laboratory Test Results

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	42.1	14.1	13.2	22.2	8.4	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3/4"	100.0		
5/8"	95.0		
1/2"	87.2		
3/8"	77.5		
#4	57.9		
#8	44.5		
#10	43.8		
#20	37.2		
#40	30.6		
#60	19.5		
#100	11.9		
#200	8.4		
#270	7.5		

* (no specification provided)

Material Description

very gravelly SAND some silt

Atterberg Limits (ASTM D 4318)

PL= NP **LL=** NV **PI=**

Classification

USCS (D 2487)= SP-SM **AASHTO (M 145)=** A-1-b

Coefficients

D_{90}= 13.7301 D_{85}= 11.9327 D_{60}= 5.1402
D_{50}= 3.4123 D_{30}= 0.4109 D_{15}= 0.1929
D_{10}= 0.1172 C_u= 43.85 C_c= 0.28

Remarks

28.995LBS over 3/4" sieve

Date Received: 11-21-2023 **Date Tested:** 12-14-2023

Tested By: FEW

Checked By: PEL/JL

Title:

Location: Onsite
Sample Number: EP-3 **Depth:** 3.5'

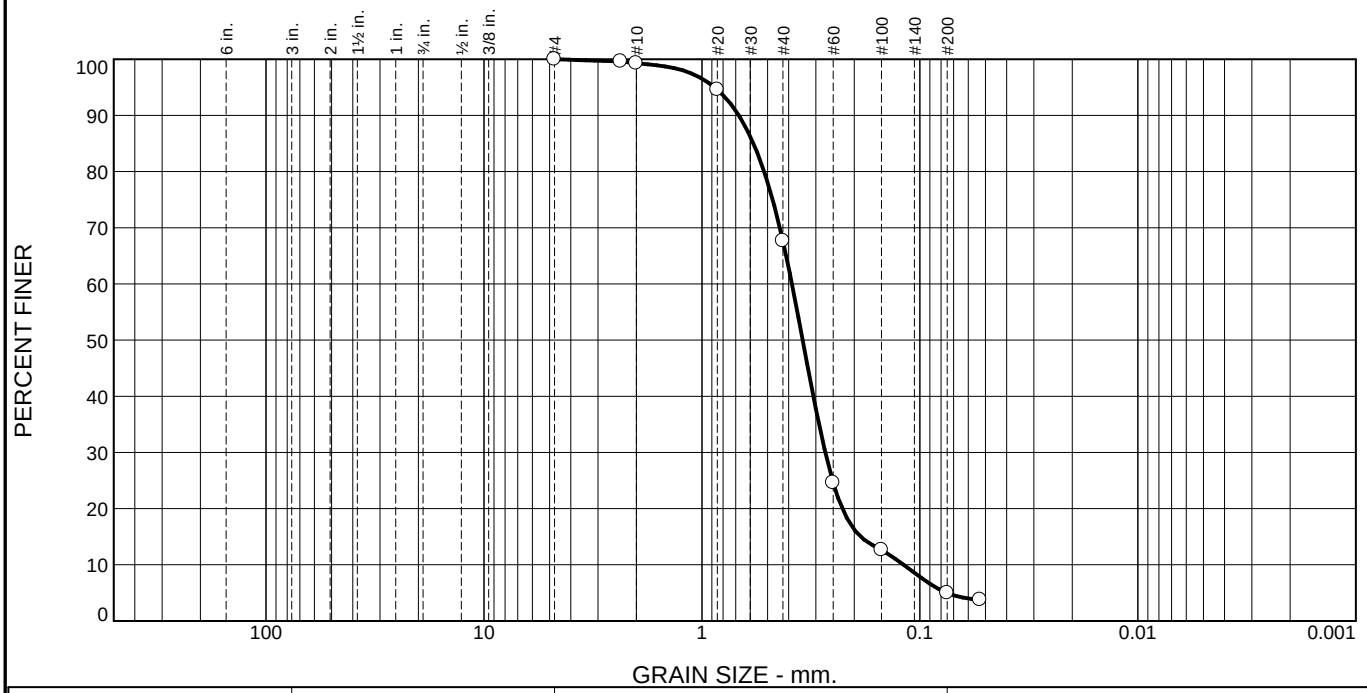
Date Sampled: 11-10-2023

associated earth sciences incorporated

Client: Snoqualmie Valley School District
Project: Opstad Elementry School Parking Lot

Project No: 20230150 E001 **Figure**

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.7	31.7	62.6	5.0	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
#4	100.0		
#8	99.6		
#10	99.3		
#20	94.6		
#40	67.6		
#60	24.6		
#100	12.6		
#200	5.0		
#270	3.8		

* (no specification provided)

Material Description

SAND trace silt

Atterberg Limits (ASTM D 4318)

PL= NP **LL=** NV **PI=**

Classification

USCS (D 2487)= SP-SM **AASHTO (M 145)=** A-3

Coefficients

D_{90}= 0.6767 D_{85}= 0.5802 D_{60}= 0.3865
D_{50}= 0.3450 D_{30}= 0.2718 D_{15}= 0.1871
D_{10}= 0.1188 C_u= 3.25 C_c= 1.61

Remarks

Date Received: 12-6-2023 **Date Tested:** 12-14-2023

Tested By: FEW

Checked By: PEL/JL

Title:

Location: Onsite
Sample Number: EP-3 **Depth:** 3'

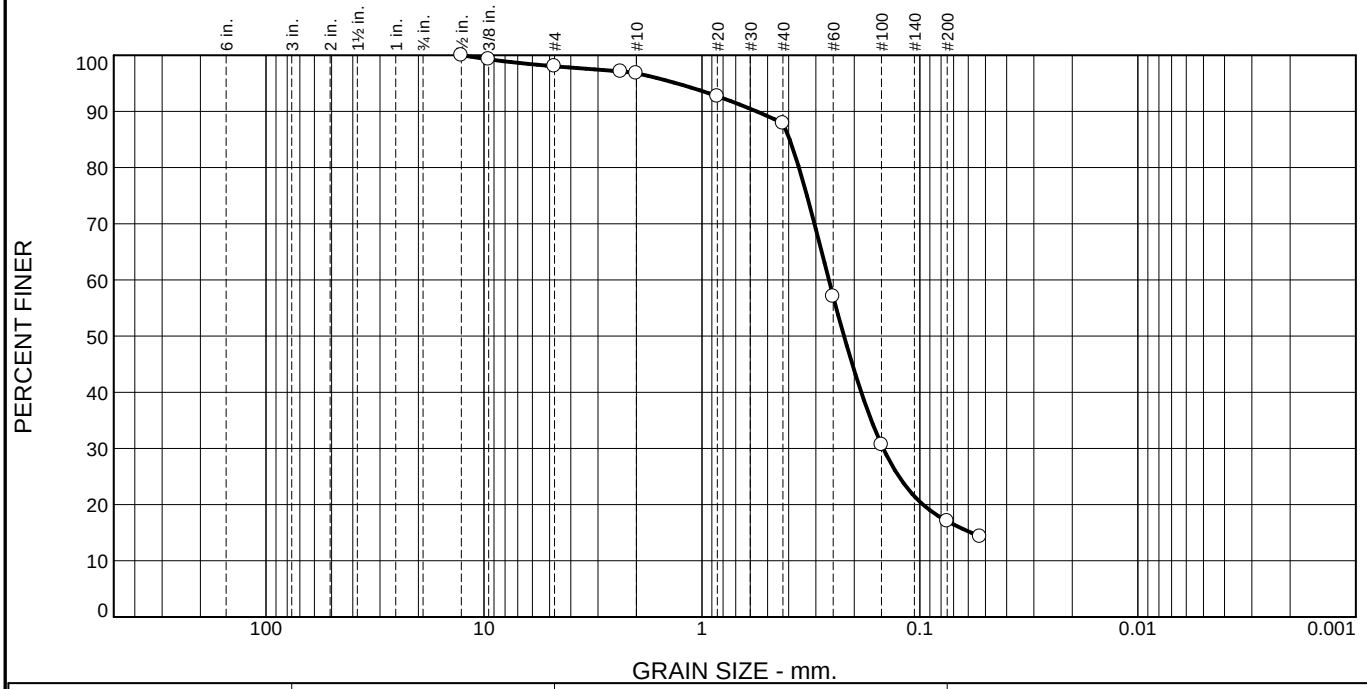
Date Sampled: 11-10-2023

associated earth sciences incorporated

Client: Snoqualmie Valley School District
Project: Opstad Elementry School Parking Lot

Project No: 20230150 E001 **Figure**

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	1.2	8.9	70.8	17.1	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
1/2"	100.0		
3/8"	99.3		
#4	98.0		
#8	97.1		
#10	96.8		
#20	92.7		
#40	87.9		
#60	57.1		
#100	30.7		
#200	17.1		
#270	14.3		

* (no specification provided)

Material Description

silty SAND trace gravel

Atterberg Limits (ASTM D 4318)

PL= NP **LL=** NV **PI=**

Classification

USCS (D 2487)= SM **AASHTO (M 145)=** A-2-4(0)

Coefficients

D_{90}= 0.5622 D_{85}= 0.3958 D_{60}= 0.2616
D_{50}= 0.2230 D_{30}= 0.1473 D_{15}= 0.0581
D_{10}= C_u= C_c=

Remarks

Date Received: 12-6-2023 **Date Tested:** 12-14-2023

Tested By: FEW

Checked By: PEL/JL

Title:

Location: Onsite
Sample Number: IT-1 **Depth:** 3.5'

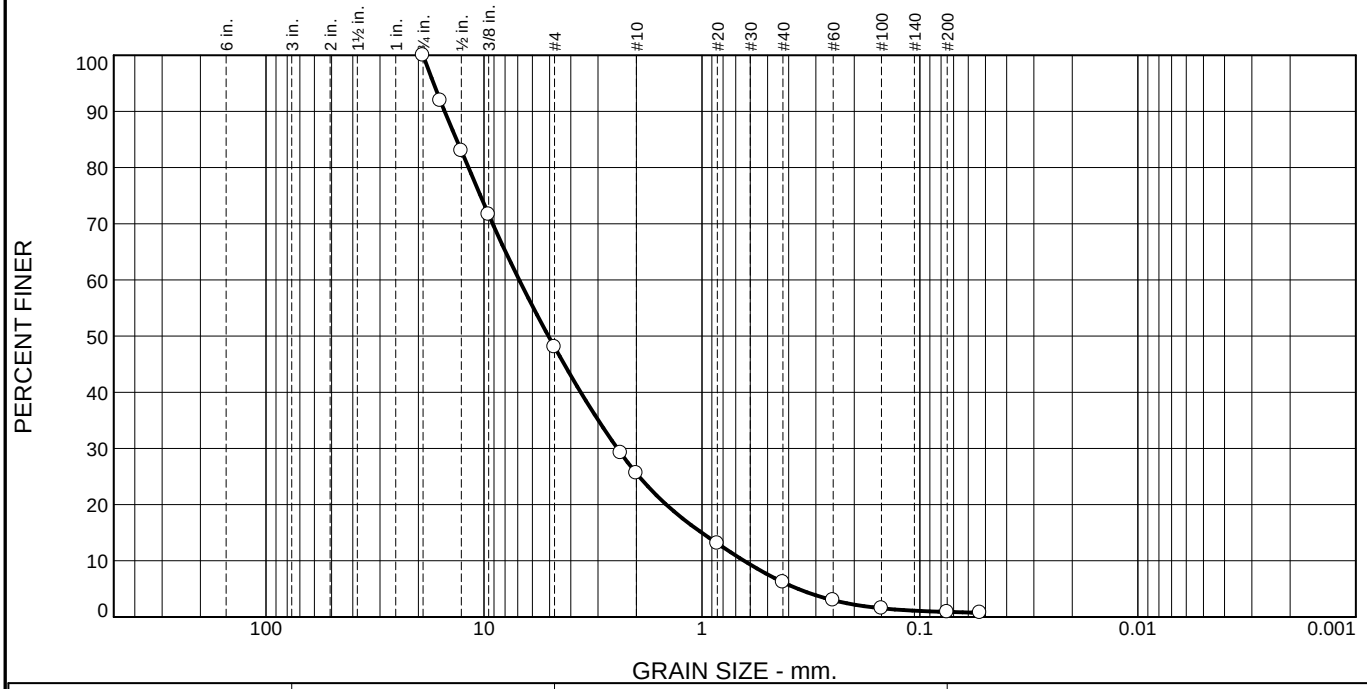
Date Sampled: 11-10-2023

associated earth sciences incorporated

Client: Snoqualmie Valley School District
Project: Opstad Elementry School Parking Lot

Project No: 20230150 E001 **Figure**

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	51.9	22.5	19.4	5.3	0.9	

TEST RESULTS

Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3/4"	100.0		
5/8"	91.9		
1/2"	83.0		
3/8"	71.7		
#4	48.1		
#8	29.2		
#10	25.6		
#20	13.1		
#40	6.2		
#60	3.0		
#100	1.5		
#200	0.9		
#270	0.8		

* (no specification provided)

Material Description

very sandy GRAVEL trace silt

Atterberg Limits (ASTM D 4318)

PL= NP **LL=** NV **PI=**

Classification

USCS (D 2487)= GW **AASHTO (M 145)=** A-1-a

Coefficients

D_{90}= 15.1494 D_{85}= 13.3591 D_{60}= 6.8956
D_{50}= 5.0595 D_{30}= 2.4423 D_{15}= 1.0026
D_{10}= 0.6405 C_u= 10.77 C_c= 1.35

Remarks

31LBS over 3/4" sieve

Date Received: 11-21-2023 **Date Tested:** 12-14-2023

Tested By: FEW

Checked By: PEL/JL

Title:

Location: Onsite
Sample Number: IT-1 **Depth:** 5.5'

Date Sampled: 11-10-2023

associated earth sciences incorporated

Client: Snoqualmie Valley School District
Project: Opstad Elementry School Parking Lot

Project No: 20230150 E001 **Figure**

Northwest Agricultural Consultants

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Kennewick, WA 99336
509.783.7450
www.nwag.com
lab@nwag.com

PAP-Accredited
NAPT

Associated Earth Sciences Inc.
911 5th Ave
Kirkland, WA 98033

Report: 66606-1-1
Date: December 08, 2023
Project No: 20230150E001
Project Name: OPSTAD ELEMENTARY SCHOOL PARKING LOT

Sample ID	Organic Matter	Cation Exchange Capacity
20230150E001-IT1 @ 3.5’	1.29%	4.3 meq/100g
20230150E001-EP3 @ 3.0’	1.40%	4.9 meq/100g
Method	**ASTM D2974**	**EPA 9081**

APPENDIX C

Infiltration Test Data Sheets

Project Name:	Opstad Elem Parking Lot	**Water Source:**	Hydrant
Project Number:	20230150	**Meter:**	FM#5
Date:	11/10/2023	**Pit Area (sq. feet):**	24.75
Weather:		**Ring Area (sq. feet):**	
Test No.:	IT-1	**Test Depth (feet):**	5.5
Performed By:	Peter Linton	**Receptor Soils:**	

Time (24-hr)	Flow Rate (gpm)	Stage (feet)	Totalizer (gallons)	Comments
8:15	96	0	0	Flow on
8:25	83	0.98	952	
8:30	63.5	0.78	1280	
8:45	66	0.88	2228	
9:00	66	1.28	3215	
9:02	40	1.28	3340	reduced flow
9:07	50	1	3546	increased flow
9:15	50	1.1	3943	
9:16	43	1.1	3983	reduced flow
9:30	43	1	4602	
9:45	43	1.04	5240	
10:00	40	1.08	5888	reduced flow
10:15	40	1.04	6491	
10:30	40	1.06	7087	
10:45	40	1.08	7706	
11:00	40	1.1	8320	
11:15	34	1.1	8370	reduced lfow
11:30	37	0.96	8834	increased flow
11:45	36	1.04	9382	
12:00	36	1.04	9935	
12:15	37.5	1.02	10495	
12:30	37	1.02	11054	
12:45	37	1.04	11612	
13:00	37	1.04	12174	
13:15	37	1.06	12735	
13:30	38	1.01	13294	
13:45	33	0.88	13797	
14:00	35	1.04	14324	
14:15	33.4	1	14822	
14:25	33	1.02	15320	
14:35	33	1.02	15652	
14:45	33	1.04	15982	
14:55	33	1.04	16315	
15:05	33	1.06	16647	
15:15	33.17	1.08	16878	
15:16	33	1.08	17312	WATER OFF
15:16	0	1	17312	
15:16	0	0.94	17312	
15:17	0	0.9	17312	
15:17	0	0.82	17312	
15:18	0	0.74	17312	
15:18	0	0.66	17312	
15:19	0	0.6	17312	
15:19	0	0.52	17312	
15:20	0	0.44	17312	

15:21	0	0.28	17312	
15:21	0	0.18	17312	
15:21	0	0.08	17312	End test

	Average Infiltration Rate (in/hr) during last hour of inflow:	205.7
	Average Infiltration Rate (in/hr) during falling head:	130.5

Note:

PART 1 - CHECKLIST FOR BID SUBMITTAL

1.1 BIDDERS MUST COMPLETE AND SUBMIT THE FOLLOWING DOCUMENTS:

A. **Bid Form** (General Contractors only) Section 00 41 13

B. **Bid Guaranty Bond** (or a certified or cashier's check) Section 00 41 13

Items A, & B shall be submitted in a sealed envelope at scheduled bid date and time. See paragraph 104.D.1 in Section 00 21 13 “Instructions to Bidders”, for full requirements.

C. **List of Subcontractors and Suppliers** (HVAC, Plumbing, Electrical) Section 00 41 13
(Shall be submitted no later than 1 hour following the published bid submittal time)

Item C shall be submitted no later than 1 hour following the published bid submittal time.

The list shall be submitted in a sealed envelope to the same location as was the bid. See paragraph 104.B.1 in Section 00 21 13 “Instructions to Bidders”, for full requirements.

D. **List of Subcontractors and Suppliers** (Structural steel, Rebar) Section 00 41 13
(Shall be submitted no later than 48 hours following the published bid submittal time)

Item D shall be submitted no later than 48 hours following the published bid submittal time.

The list shall be submitted in a sealed envelope to the same location as was the bid. See paragraph 104.B.1 in Section 00 21 13 “Instructions to Bidders”, for full requirements.

E. **Other Post Bid information**
Within twenty-four (24) hours of the Owner’s request, the apparent low Bidder, and any other Bidders so requested, shall submit the Bidder's Qualification Statement and other information to the to the Snoqualmie Valley School District. See paragraph 106.A.1 in Section 00 21 13 “Instructions to Bidders”, for full requirements.

All foregoing documents must be submitted with the Bid, except the two Lists of Subcontractors and Suppliers, which must be turned in within the time following the published bid submittal time as indicated above.

This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or a complete listing of all documents that may be required. Bidders are advised to read carefully all portions of the Contract Documents and to comply with all requirements.

END OF SECTION

To: Snoqualmie Valley School District No. 410
8001 Silva Ave. SE
Snoqualmie, WA 98065

Date: _____

Bid I.D. No.: PLE-2026-01

Name of Project: Parking Lot Expansion at Opstad Elementary School

Project Address: 1345 Stilson Ave SE
North Bend, WA, 09045

From:

_____
Name of Business Entity

I / We have received the following bid documents entitled Parking Lot Expansion at Opstad Elementary School for Snoqualmie Valley School District as enumerated:

- Project Specification Manual, dated 04/16/2026, prepared by Jacobson Consulting Engineers
- Project Drawings dated 04/16/2026, prepared by Jacobson Consulting Engineers (Civil), TENW (Electrical/Illumination), and FORA Landscape Architects (Landscape)

Having carefully examined the Bid Documents and Instructions to Bidders, as well as the site and conditions affecting the Work, and all Addenda, the undersigned Bidder represents that: (1) it has the work force and means to complete the Work; and (2) it will furnish all labor, materials, equipment, and management to perform all Work required by and in strict accordance with the above-named documents for the following sum. Bid amounts shall include overhead, profit, bonds, insurance, and any other expense required to complete the Work. State and Local Sales Tax on the Base Bid is not included.

ADDENDA: Receipt of the following addenda to the Contract Documents is hereby acknowledged. Failure to acknowledge herein receipt of all addenda issued may be considered an irregularity in the Bid.

Addendum No. _____ Addendum No. _____

Addendum No. _____ Addendum No. _____

Addendum No. _____ Addendum No. _____

I / WE SUBMIT THE FOLLOWING BID:

I / We will conduct this project contract, and provide all required materials and labor for its completion, for the lump-sum price of:

BASE BID (state in both figures and words)

Amount: $_____

_____

_____Dollars

which lump sum is hereby designated Base Bid which excludes both sales tax (state and local) and alternate bid costs.

TRENCH EXCAVATION SAFETY PROVISIONS

If the contract contains any work which requires trenching exceeding a depth of four feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with Chapter 39.04 RCW. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the **TOTAL BASE BID** set forth above. If trench excavation safety provisions do not pertain to this project, put N.A. for dollar amount. Failure to complete this requirement may be considered as non-responsive to the bid solicitation.

Trench Excavation Safety Provisions Only DOLLARS ($)

IN SUBMITTING THIS BID, I / WE AGREE:

A. BASE BID AND UNIT PRICING — LOW BID ASSESSMENT

To determine the effective low bid established by this Bid Proposal, Owner will assess the bid amount as: Base Bid Amount plus the pricing of above stated units of each unit-pricing contract extension feature, plus any alternate bid amount accepted by the owner. The owner reserves the right to accept or not accept alternate bid prices in its determination of the lowest responsible and responsive bid.

B. CONTRACT AND BONDS

If notified of the acceptance of this bid within thirty (30) days after the time set for opening bids, I/we agree to execute a contract for the above work, for a compensation computed from the above sums, on a standard Form of Agreement provided by the Snoqualmie Valley School District, and to furnish performance and payment bonds as required by the specifications.

C. BID GUARANTEE

I / We further agree the Bid Guarantee check or bid bond accompanying this bid will be left in escrow with the Owner — the amount being a penal sum measure of the liquidated damages which the Owner will sustain by the failure of the undersigned to execute terms of said agreement — and if I / We fail to deliver said documents within ten days after written notice of the award of the contract to him, then the bid bond proceeds will be executed or the check shall become the property of the Owner.

If the undersigned delivers said contract and bonds, or if the Owner fails to accept the bid within thirty (30) days after the time set for opening bids, the bid security check will be returned and the bond shall become void.

Enclosed is a Certified Check, Cashier's Check, or Bid Bond in the amount of 5% or more of the bid amount.

D. CONTRACTOR/SUBCONTRACTOR IDENTIFICATION

Provide identification of all business entities providing contract services per the attached form.

E. REFERENCES

Provide three client project references per the attached form.

F. CONTRACT COMPLETION & LIQUIDATED DAMAGES

Provide labor and material as required to complete the project in the period specified under Item 4 Project Schedule of the Supplemental Special Conditions to the Contract. Should work not be Substantially Complete within the allotted Contract Time, I / We agree to pay as liquidated damage $1000 for each consecutive day thereafter that substantial completion is not achieved.

G. CERTIFICATION

I / We hereby certify, under penalty of perjury, that within a three-year period immediately preceding the date of the bid solicitation, that we have not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of Chapter 49.46, 49.48, or 49.42 RCW.

I / We hereby certify that our bid is genuine and have not entered into collusion with any other bidder(s) or any other person(s).

Respectfully submitted, this _____day of _____, 2024

_____
Legal Name of Firm, Partnership, Person or Corporation

_____
State of Corporation or, if not a corporation, the state where the Contractor's business entity was formed

_____
Signature of Person Authorized to Sign (Long Hand)

_____
Print Name of Person Authorized to Sign

_____
Title of Person Authorized to Sign (Official Capacity)

_____
Mailing Address of Bidder City, State, Zip Code

_____
Telephone Number

_____
E-Mail Address

_____
State of Washington Contractor's License No. License Expiration Date

State of Washington Excise Tax Registration No.

Federal I.D. No.

END OF SECTION

1.01 BIDDER'S QUALIFICATION STATEMENT: The apparent low Bidder shall deliver this fully filled out and completed form to the Owner per Section 00 21 13 "Instructions to Bidders", paragraph 106.A.

To: Snoqualmie Valley School District
8001 Silva Ave. SE
Snoqualmie, WA 98065

Date: _____

Bid I.D. No.: PLE-2026-01

From: _____

_____

_____

To assist in consideration of its Bid for the Project, the Bidder hereby certifies under oath that the information provided below is true and complete.

1. Structure of Bidder

a. The Bidder has been in business as a Bidder for _____ years.

b. The Bidder has been in business under its present business name for _____ years.

c. The Bidder has operated under the following other names:

_____

_____

d. If the Bidder is (check appropriate box and fill out associated information)

□ A corporation, state:

State of incorporation: _____

Date of incorporation: _____

President's name: _____

Other officer's name(s): _____

_____

□ A partnership, please state:

Date of organization: _____

Type of partnership (if applicable): _____

_____

Name(s) of general partner(s): _____

_____

□ Individually owned, please state:

Date of organization: _____

Name of owner: _____

□ A joint venture, please state:

Names of joint venturers: _____

_____

Date of joint venture agreement: _____

e. The Bidder has been registered as a Bidder for in the State of Washington for ___ _____ years.

2. Licenses

a. Please list the Bidder's registration or license numbers, states and trade categories:

Number	State	Trade Category
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Experience

a. Please list the types of work the Bidder normally performs with its own forces.

b. Please state the types of work the Bidder will perform with its own forces on the Project and the approximate percentage of the Contract Sum (Base Bid) that this work represents.

c. Please list the construction projects the Bidder has in progress. Please include the name of each project, the owner, architect, location, contract amount, percent complete and scheduled completion date.

d. Please list the major projects the Bidder has completed in the past five years. Please include the name of project, location, the owner, architect, contract amount, date of completion and percentage of the cost of the work performed with Bidder's own forces.

e. What is the average annual gross revenue of construction work the Bidder performed during the past five years?

f. Please list the construction experience and present commitments of the individuals who will be involved in managing or supervising the Project.

4. Disputes (If the answer to any of the questions below is yes, please attach details.)

a. Has the Bidder ever failed to complete any project?

□ yes □ no

b. Are there any judgments, claims, arbitration proceedings or litigation pending or outstanding against the Bidder or its officers?

□ yes □ no

c. Has the Bidder been a party to any litigation or arbitration relating to construction projects within the last five years?

□ yes □ no

d. Has the Bidder been subject to action by any state or federal agency, such as WISHA, OSHA, or Labor & Industries?

□ yes □ no

e. Within the last five years, has any officer or principal of the Bidder been an officer or principal of another entity when it failed to complete a construction contract?

□ yes □ no

5. References

a. Bank References:

b. Surety:

6. Contractor References

PROJECT REFERENCE 1

Client Name _____

Project Location _____

Contract Date _____

Type of Work _____

_____

Client Contact _____ Telephone No. _____

PROJECT REFERENCE 2

Client Name _____

Project Location _____

Contract Date _____

Type of Work _____

_____

Client Contact _____ Telephone No. _____

PROJECT REFERENCE 3

Client Name _____

Project Location _____

Contract Date _____

Type of Work _____

_____

Client Contact _____ Telephone No. _____

7. Financial Condition – If specifically requested by Owner:

a. Please attach a current financial statement, preferably audited, including the Bidder's latest balance sheet and income statement showing the following:

i. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

ii. Net Fixed Assets;

iii. Other Assets;

iv. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

v. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

b. Name and address of the firm that prepared the financial statement:

c. The date of the financial statement is:

d. If the financial statement is for an organization other than the Bidder, please explain:

BIDDER

By: _____

Its: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF_____)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ _____, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

_____
(Signature of Notary)

_____

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State

of _____, residing at _____

My Appointment Expires: _____

END OF SECTION

PART 1 - GENERAL

1.1 USE OF DOCUMENTS

A. Contract Documents are enumerated in Section 00 00 03, “Table of Contents” and Section 00 01 15, “List of Drawing Sheets”.

1.2 RELATED DOCUMENTS

A. Division 00 and Division 01 apply to the work specified in this Section

1.3 DESCRIPTION

A. This Section Provides:

1. Form of Owner and Contractor Agreement
2. Form of Payment Bonds

B. Related Requirements Specified Elsewhere:

1. Section 00 21 13 Instructions to Bidders
2. Section 00 70 00 Conditions of the Contract

1.4 INCORPORATION OF DOCUMENTS

A. The Bidder and Contractor agree to the provisions of the documents named under this Section and agree to consider such named documents a part of the Project Specification.

PART 2 - STANDARD FORM OF AGREEMENT

2.1 A.I.A. Document A101 Standard Form of Agreement Between Owner & Contractor, following this page, where the basis for payment is Stipulated Sum, 2017 Edition — as revised, modified and supplemented, is incorporated as a part of the contract documents as if bound herein.

END OF SECTION

AIA® Document A101® – 2017

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

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

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

Snoqualmie Valley School District No. 410
8001 Silva Avenue SE; P.O. Box 400
Snoqualmie Valley, Washington 98065

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

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

Parking Lot Expansion at Opstad Elementary School
1385 Stilson Ave SE
North Bend, Washington 98045

The Architect (Civil Engineer / Prime Consultant):
(Name, legal status, address and other information)

Jacobson Consulting Engineers
255 S. King Street, Suite 800
Seattle, Washington 98104

The Owner and Contractor agree as follows.

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

~~EXHIBIT A INSURANCE AND BONDS~~

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] ~~The date of this Agreement.~~

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

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

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

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

§ 3.3 Substantial Completion

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

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

[ ] ~~By the following date:~~ [X] By the following date: July 11, 2025.

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

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

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

Item	Price

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

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

Any delay to this Project could have substantial impact upon and cause significant damages to the Owner. The Owner will assess, and the Contractor will be responsible for, liquidated damages in the amount of $1,000 per day for each calendar day beyond the Contract Time that Substantial Completion is not timely achieved.

The Contractor and Owner agree that this liquidated damages amount is not a penalty but is a reasonable estimation of actual damages to the Owner, as of this date of Agreement, based on the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in the construction of school district facilities.

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

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

See the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

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

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

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

N/A

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

Per statute and the Contract Documents.

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon~~ Upon obtaining Substantial Completion of the Work, the Contractor may submit an Application for Payment ~~that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.~~ sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum (see Section 9.2.5 of the A201 regarding the final two percent (2%) of the Contract Sum to be paid after Substantial Completion), less such amounts as the Architect shall determine for incomplete Work in excess of the amount allocated under Section 9.2.5 of the A201 and any other amounts as specified in the Contract Documents. The Application for Payment submitted at Substantial Completion shall not include ~~retainage as follows:~~a request for payment of retainage.
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

§ 5.2 Final Payment

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

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

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

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

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

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

§ 5.3 Interest

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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

§ 6.2 Binding Dispute Resolution

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

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

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

[X] Litigation in Superior Court in King County, Washington

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

N/A

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Ryan Stokes
Assistant Superintendent (CFO and COO)
Snoqualmie Valley School District No. 410
8001 Silva Avenue SE; P.O. Box 400
Snoqualmie Valley, Washington 98065
stokesr@svsd410.org

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

Brandon L Klepper
Director of Operations
Snoqualmie Valley School District No. 410
8001 Silva Avenue SE; P.O. Box 400
Snoqualmie Valley, Washington 98065
(425) 831-8005
klepperb@svsd410.org

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic ~~format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise~~ format may be given as set forth below:
(If other than in accordance with ~~a building information modeling exhibit,~~ AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Per the Contract Documents.

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- **.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- **.2** ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~ [Not used.]
- **.3** AIA Document A201™–2017, General Conditions of the Contract for Construction as revised by the Owner. All references to the A201 or to the General Conditions are to the revised document.
- **.4** ~~Building information modeling exhibit, dated as indicated below:~~[Not used.]
  (Insert the date of the ~~building information modeling exhibit~~ E203-2013 incorporated into this Agreement.)

  N/A

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.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any:

Number	Date	Pages

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

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

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

_____

~~[ ]~~ ~~The Sustainability Plan:~~**X** [ ] Supplementary and other Conditions of the Contract:

~~Title~~	~~Date~~	~~Pages~~

Document	**Title**	**Date**	**Pages**
See the Project Manual dated _____, 2024			

~~[ ]~~ ~~Supplementary and other Conditions of the Contract:~~

~~Document~~	~~Title~~	~~Date~~	~~Pages~~

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

Department of Labor and Industries Prevailing Wage Rates.

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

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

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:52:50 PT on 10/11/2024 under Order No. 3104238397 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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Following Bid Award by the Snoqualmie School District Board of Directors, Facility Construction will issue a Conditional Notice to Proceed Letter.

Work onsite can commence once the Contractor has provided the District with the required bonds and insurance to allow the contract to be signed.

END OF SECTION

No final payment shall be made until the Contractor shall file with the Owner, prior to acceptance of the Work, a notarized Certification of Compliance in the following form:

The Contractor does hereby certify that all work has been performed and materials supplied in accordance with the drawings, specifications and Contract Documents for the above Work, and that:

No less than the prevailing rates of wages as ascertained by the governing body of the Contracting agency has been paid to laborers, workmen and mechanics employed on this Work;

There have been no unauthorized substitutes of Subcontractors; nor have any subcontractors been entered into without the names of the Subcontractors having been submitted to the Owner prior to the start of such subcontracted work;

No subcontract was assigned or transferred or performed by any Subcontractor other than the original Subcontractor, without prior notice having been submitted to the Owner together with the names of all Subcontractors;

All claims for material and labor and other service performed in connection with these specifications have been paid;

All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, and/or others have been paid.

In WITNESS WHEREOF, the undersigned has signed and sealed this instrument

this _____ day of _____ , 20_____.

Firm Name _____

Signature _____

Title _____

(Attest) _____

(SEAL IF BIDDER IS A CORPORATION)

As determined necessary, evidence of compliance may be required to be submitted with and made a part of this Certificate of Compliance.

END OF SECTION

EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor shall comply fully with all applicable laws prohibiting discrimination, including RCW Chapter 49.60.

END OF SECTION

PART 1 - GENERAL

1.1 Use of Documents

A. Contract Documents are enumerated in Sections 00 00 03 Table of Contents and 00 01 15 List of Drawing Sheets.

B. Refer to Section 01 10 00 Summary of Work.

1.2 Description

A. Contract Conditions described in this Section:

1. General Conditions
2. Special Conditions
3. Supplemental Special Conditions

B. Related Requirements specified elsewhere:

1. Division 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
2. Division 01 GENERAL REQUIREMENTS

1.3 Reference to Articles

A. References to an Article of this Section is a reference to Articles of the General Conditions and Special Conditions of the Contract for Construction as specified hereafter.

PART 2 - GENERAL CONDITIONS OF THE CONTRACT

AIA Document A201 - 2007, "General Conditions of the Contract for Construction" as revised, modified and supplemented is incorporated as a part of the contract documents as if bound herein.

PART 3 - SPECIAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

See Section 00 71 00 hereafter.

PART 4 - SUPPLEMENTAL SPECIAL CONDITIONS OF THE CONTRACT

See Section 00 72 00 hereafter.

PART 5 - PUBLIC WORKS CONDITIONS

See Section 00 73 00 hereafter.

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Parking Lot Expansion at Opstad Elementary School
1385 Stilson Ave SE; North Bend, Washington 98045

THE OWNER:
(Name, legal status and address)

Snoqualmie Valley School District No. 410
8001 Silva Avenue SE; P.O. Box 400; Snoqualmie Valley, Washington 98065

THE ARCHITECT (CIVIL ENGINEER / PRIME CONSULTANT):
(Name, legal status and address)

Jacobson Consulting Engineers
255 S. King Street, Suite 800; Seattle, Washington 98104

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

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

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

In the event that work is shown on Drawings but not contained in Specifications or Schedules, the work as shown shall be provided at no change in the Contract Sum or Contract Time, according to specifications consistent with and reasonably inferable from the Work shown on the Drawings issued by the Architect.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

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§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

~~The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~[Not used.]

§ 1.1.9 PROJECT MANUAL

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

§ 1.3 Capitalization

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

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§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation. Specification and Drawing notes may include incomplete sentences where words such as "shall," "shall be," "the Contractor shall," and similar phrases shall be supplied by inference. The term(s) "approved," "or approved" and "as approved" mean approved by the Architect, and by any governing codes and officials, and by any quality standards specified as applicable to the work in question. "As directed" means as directed by the Architect or the Owner's Authorized Representative. The term "provide" means to furnish and install. The term "as required" or "as necessary" means as required by applicable codes or standards, and/or as may be required for proper completion of the work. Divisions and Sections included are listed in the "Table of Contents," together with the number of pages in each Section. The Contractor shall check its copies of the Specifications with the "Table of Contents" to ensure that they are complete.

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

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

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

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims and Claims as provided in ~~Section 15.1.3~~ Article 15 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by electronic transmission, by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in an agreement required by the Owner or Architect, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 ~~The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~[Not used.]

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~[Not used.]

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor of undisputed amounts as the Contract Documents require; or (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when ~~due; or (3) a change in the Work materially changes the Contract Sum.~~ due and the Owner agrees. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. ~~However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided.~~ If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

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§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

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

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~free of charge any copies of the Contract Documents as are returned by bidders or as otherwise specified in the Contract Documents. Additional copies may be obtained at the cost of reproduction. Electronic files may be available from the Architect and may be subject to its terms.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In the event such deficiencies threaten the health or safety of the Owner's employees, students or occupants, or exist within fourteen calendar days of the date on which the Owner is scheduled to begin to operate school at the Project, the Owner may immediately proceed to correct such deficiencies without notice and without the ten-day cure period. Such action by the Owner and amounts charged to the Contractor ~~are both subject to prior approval of the Architect and the Architect may,~~ shall

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entitle the Owner and the Architect to, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The Owner's exercise of its rights under this Section shall not adversely affect any warranties applicable to the Project.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract ~~Documents.~~Documents and submittals approved or accepted pursuant to Section 3.12.

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of and verify any existing conditions related to that portion of the Work, including all general reference points and any interfering existing conditions, and shall observe any conditions at the site affecting ~~it.~~ it and shall carefully compare and verify such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating

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coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

.1 Building Code (with Washington State amendments);
.2 Plumbing Code;
.3 Mechanical Code;
.4 Fire Code;
.5 Electrical Code;
.6 Washington State Energy Code;
.7 Washington State Rules and Regulations for Barrier-Free Design;
.8 Americans with Disabilities Act (ADA);
.9 Federal and State Safety Codes as adapted and/or modified by State and Local Ordinances;
.10 Any applicable municipal code.

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

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, assembly details, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, assembly details,

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sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall ~~be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative~~ advise the Owner and Architect (a) if the specified instruction or procedure deviates from what the Contractor considers to be good construction practice or jeopardizes jobsite safety, (b) if following the instruction or procedure will negatively affect any warranties, or (c) if the Contractor objects to the instruction or procedure. The Contractor shall propose alternative instructions or procedures acceptable to the Contractor, for which no increase in the Contract Sum or Contract Time will be made. The Contractor shall not proceed with such alternative instruction or procedure without the written acceptance of the Owner and the Architect, and the Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative ~~solely~~ for conformance with the design intent for the completed construction. ~~Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~

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

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

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

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

§ 3.3.6 The Contractor shall maintain and contemporaneously provide the Owner with copies of daily reports of the activities related to the Work, including but not limited to numbers of workers by trade, equipment in use and stored, inspections, and performance of Change Order and Construction Change Directive Work. The daily report shall be completed on the form included in the Contract Documents or on a form provided by the Contractor and acceptable to

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the Owner. The Contractor shall submit a daily report to the Owner and the Architect on a weekly basis. Payment for any Changes in the Work shall not exceed the labor and equipment indicated on the daily reports.

§ 3.4 Labor and Materials

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

§ 3.4.2 ~~Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the~~ After the Contract has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only as described in the Specifications and following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the Contract Sum or Contract Time. The Contractor may make substitutions only with the explicit written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or if not equal or better in all respects, the Contractor shall identify such deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the Contract Sum or Contract Time related to the substitution, that it has coordinated with affected Subcontractors, that the substitution will not impact other parts of the Work, and that the Contractor will coordinate the installation of the substitute if accepted and make all associated changes in the Work. Neither the Owner nor the Architect will be responsible for the performance of the substituted product.

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

§ 3.4.3.1 No employees of either the Contractor or any of its Subcontractors of any tier shall harass, intimidate, have physical contact with, or engage in other verbal or physical conduct or communication of a sexual, intimidating or harassing nature with students or the Owner's staff, nor create an intimidating, hostile or offensive environment. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable at no change to the Contract Sum or Contract Time. Without

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limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

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

§ 3.4.3.3 The Contractor shall develop and administer a system for maintaining site security and tracking all individuals with access to the Project site. All contractors, suppliers, and visitors who come onto school property shall be required to display an identification badge or sticker on their person (such as a hard hat sticker), which shall be provided by the Contractor as part of the Contract Sum. The Contractor shall coordinate the distribution of badges or stickers, shall maintain a list of all contractors, suppliers, and visitors with permission to be on school property (including identifying any personnel required to have a background check pursuant to Section 3.4.3.1 above), and shall make such list available to the Owner or Architect upon request. All badges or stickers shall include a personal identifier (such as a numerical designation), correlated with the Contractor's list of approved personnel and visitors, to allow the Owner or Architect to identify the contractor, supplier, or visitor.

§ 3.4.4 Prevailing Wages.

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

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

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

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

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

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

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

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

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

§ 3.4.10 Apprenticeship.

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

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

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

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

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

§ 3.4.10.5 The Contractor shall report apprentice participation to the Owner at least monthly, on forms provided or approved by the Owner. In addition, copies of monthly certified payroll records may be requested to document the

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goal including copies with any birthdates and social security numbers (and any other sensitive personal information) redacted so as such copies may be used to respond to any public records requests. The reports shall include:

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

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

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

§ 3.4.11 Certified Payrolls

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

The Contractor shall pay all taxes, including but not limited to sales, consumer, B&O, income, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are ~~received or negotiations concluded,~~

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received, whether or not yet effective or merely scheduled to go into effect. The only taxes excluded from the Contract Sum and separately reimbursable are state and local sales taxes on the Contract Sum. Tariffs are not reimbursable and shall not increase the Contract Sum regardless of when implemented.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in any soils reports or other reports made available by the Owner to the Contractor or in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~ three working days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or ~~both.~~ both, consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and ~~Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~Contractor. Any Claim of the Contractor arising from the Architect's determination or recommendation shall be made in accordance with the dispute resolution procedure in Article 15. No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to it executing the Contract.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the allowance, the Contract Sum will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written notice of its intent to exceed an allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs), before exceeding an allowance amount.

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, ~~as soon as practicable~~ within seven days after award of the Contract, shall notify the Owner and Architect in writing of the name and qualifications of a proposed ~~superintendent. Within 14 days~~ project manager, project engineer and superintendent. Within a reasonable time of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed project manager, project engineer or superintendent or (2) requires additional time for review. Failure of the Owner or Architect to provide notice within ~~the 14-day period~~ a reasonable time shall constitute notice of no reasonable

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objection. Within ten days after issuance of the conditional Notice to Proceed, the Contractor shall also furnish to the Architect and Owner:

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

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

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

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

§ 3.10.3 The Contractor shall perform the Work in ~~general~~ accordance with the most recent schedules submitted ~~to the Owner and Architect.~~to the Owner and Architect and shall promptly notify the Owner and Architect of any material deviations from those schedules, in particular any deviations that may affect the critical path. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work, in the form of a precedence diagram and activity listing and time-scaled, all in accordance with the Contract and within the Contract Time. The Contractor shall utilize scheduling software for its CPM scheduling. The Schedule shall be resource loaded and provided to the Owner in electronic, readable format. It shall include the Date of Commencement, any milestone dates identified in the Specifications, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Schedule shall be updated monthly and submitted with the Contractor's Application for Payment. The Critical Path shall be clearly indicated on the Contractor's Construction Schedule.

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

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

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

.1 A preconstruction meeting;

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall be responsible for tracking the status of submittals. The Contractor shall review for compliance with the Contract Documents, ~~approve,~~ note any deviations from the Contract Documents, approve in

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of

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the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by ~~law, the Contractor shall~~ law and subject to the conditions of this Section 3.18, the Contractor shall defend, indemnify and hold harmless the Owner, its board members, officials, officers, directors, employees, consultants, Project Manager, students, and volunteers, the Architect, Architect's consultants, and agents and ~~employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees,~~ employees, and the successors and assigns of any of them ("Indemnified Parties") from and against all claims, damages, losses, and expenses, direct and indirect, or consequential, including but not limited to costs, design professional and consultant fees, and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from or connected to performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a ~~Subcontractor,~~ Subcontractor of any tier, their agents and anyone directly or indirectly employed by any of them, or anyone for whose acts they may be ~~liable,~~ liable ("Indemnitor"), regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

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

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

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

§ 3.18.1.5 The obligations of the Contractor under this Section 3.18 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person

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described in this Section 3.18. To the extent the wording of this Section 3.18 would reduce or eliminate an available insurance coverage of the Contractor or the Owner, this Section 3.18 shall be considered modified to the extent that such insurance coverage is not affected.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

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§ 4.2.4 Communications

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

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

§ 4.2.6 ~~The Architect has~~ Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,~~ Within ten days after the Owner's issuance of the Conditional Notice to Proceed, the Contractor shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the ~~Work,~~ Work (i.e., at least 2% of the Contract Sum), including those who are to furnish materials or equipment fabricated to a special design. ~~Within 14 days of receipt of the information, the~~ The Contractor shall organize this list of Subcontractors in the same

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sequence as the Index of Specification Sheets, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces), including the address, telephone number, individual name of the project contact, and that person's email address. The list shall be accompanied by evidence of any qualifications required within the technical sections of the Project Manual and satisfactory to the Architect and Owner. The list shall be updated promptly as part of the payment process if additional Subcontractors of any tier are engaged. No progress payment will become due until this information is so furnished. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors of any tier shall constitute approval of any Subcontractor of any tier or of its performance. The Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. "Reasonable objection" shall include without limitation lack of "responsibility" of the proposed Subcontractor, as defined in the Contract Documents or the bidding documents, or lack of qualification as required within the bidding documents or the technical sections of the Project Manual. Failure of the Architect to provide notice within ~~the 14-day period~~ a reasonable period of time shall constitute notice of no reasonable objection. If the Owner makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.

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

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

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

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

§ 5.2.6 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any suppliers of early procurement items and any Assigned Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or from its responsibility for the performance of any other of its obligations under the Contract

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Documents. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the Work of lower tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship. The Owner shall provide to the Contractor copies of any written Owner-Supplier agreements to any early procurement contracts, to the extent that such agreements are identified in the Specifications.

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- **.1** assignment is effective only after termination of the Contract by the Owner ~~for cause~~ pursuant to Section 14.2 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor;~~ Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than ~~30 days,~~ sixty days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

§ 5.5 LIENS

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Owner and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Owner and Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

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construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not reasonably discoverable or apparent.

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

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and ~~the Architect will~~ allocate the cost among those ~~responsible.~~responsible plus a ten percent markup on such costs.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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

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through a Construction Change Directive or supplemental instruction or an order for a minor change in the Work. The Architect and the Owner may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this Article.

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties (accompanied by the Contractor's itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, ~~the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present,~~ or if the cost is to be determined under Section 7.3.3.3, the Contractor shall provide a not-to-exceed price for the Construction Change Directive Work within fourteen days of receipt of the Construction Change Directive, and the Contractor shall keep and present, itemized in

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the categories of Section 7.5 and in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. ~~Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:~~

~~.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;~~

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

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

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

~~.5 Costs of supervision and field office personnel directly attributable to the change.~~

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

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

§ 7.3.6.1 In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment, material and subcontract costs. Labor, equipment and materials shall be itemized in the manner described in Section 7.5. When major cost items arise from Subcontractors of any tier, these items shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide data within twenty-one days of the Owner's or Architect's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change, including a Claim under Article 15, shall be limited to the reasonable value, as determined by the Owner (subject to appeal through the dispute resolution procedure of Article 15), of the items in Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the Work in the locality of the Project or the cost of the Work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data as adjusted to local costs and conditions. The Architect and the Owner may communicate directly with Subcontractors of any tier concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method or the adjustment in the Contract Time, the adjustment or method shall be referred to the Architect for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby.

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, ~~the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be~~

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~~reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.~~and provided that any reservations of rights regarding the Construction Change Directive have been initialed by the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

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

§ 7.4 Minor Changes in the Work

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

§ 7.5 PRICING COMPONENTS

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

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

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

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

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

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

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

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provide the Owner the opportunity to participate then the Contractor may only charge the net costs after consideration of discounts and rebates.

§ 7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by EquipmentWatch, Atlanta, Georgia (copies of which shall be provided to the Owner), as modified by the AGC/WSDOT agreement or the actual, reasonable rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If more than one rate is applicable, the best available rate shall be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition shall have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, shall be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the changed Work shall be no more than 50% of the rate established above. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

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

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

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

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

§ 7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by such Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5.

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

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

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.2 The Contractor shall receive 8% of the amount owed (less fee) directly to a first-tier Subcontractor or first-tier supplier for materials supplied or for Work properly performed by that Subcontractor or supplier.

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

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

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

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

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

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

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established ~~in the Agreement.~~by the Owner in its conditional notice to proceed issued for each phase of the Work. Work on the site may begin for a phase when the Contractor complies with the requirements of the notice to proceed. The date of commencement of all the Work is the date established by the Owner in its first conditional notice to proceed issued for a phase of the Work.

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

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

§ 8.2 Progress and Completion

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

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

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

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

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

§ 8.2.6 Any provisions in the Contract for liquidated damages are intended to be in lieu of the liability of the Contractor for special, incidental and consequential damages (such as cost of capital and loss of profits, use and revenue) sustained by the Owner but shall not relieve or release the Contractor from liability for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

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

§ 8.3 Delays and Extensions of Time

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

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article ~~15.~~15 and shall include any proposed changes in the Contractor's Construction Schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the

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delay situation. That the Owner or the Architect may be aware of the occurrence or existence of a delay through means other than the Contractor's written notification shall not constitute a waiver of a timely or written notice or Claim. The Contractor has an obligation to minimize and mitigate schedule impacts.

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

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

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

.3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended or expanded overhead or general conditions; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.6 and any liquidated damages paid hereunder.

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

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§ 9.2 Schedule of Values

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

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

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

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

.4 The schedule of values shall allocate at least one percent (1%) of the Contract Sum to Commissioning of Operational Systems, as defined in the Contract Documents.

.5 The schedule of values shall also allocate at least two percent (2%) of the initial Contract Sum as a separate line item for that portion of the Work between Substantial Completion and Final Completion to be entitled "Final Documentation and Punchlist Completion," including without limitation punchlist completion and furnishing all deliverables, which will be earned and distributed as follows: half shall be allocated for the completion of the punchlist work; one quarter shall be allocated for completion of approved operations and maintenance data as defined in the Contract Documents; and one quarter shall be allocated for completion of approved record documents, warranties and bonds, delivery of extra stock, and all other documentation or items of the Work required for Final Completion and final payment. This percentage is not the statutory retainage described in Section 9.3.4 or any other retainage but rather requires the Contractor to recognize that the Contractor and its Subcontractors will expend significant costs in advancing the Work from Substantial Completion to Final Completion, and that this amount is not earned until Final Completion of the Work is accomplished. At its sole discretion, the Owner may release portions of these amounts progressively as items are completed.

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

§ 9.3 Applications for Payment

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ Progress payments will be made monthly for Work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment. The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of ~~values, if required under Section 9.2,~~ values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, shall meet the requirements of this Article 9, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 Draft Application. Within the first ten (10) days of each month, the Contractor shall submit to the Architect a report on the current progress of the Work as compared to the Contractor's Construction Schedule, and a draft, itemized application for payment for Work performed during the prior calendar month on a form supplied or approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next ten (10) days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from

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Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished. As provided in Section 7.3.9, such applications ~~may~~ may, if payment is approved by the Owner and the Architect, include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner with the assistance of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Payment Request. Within seven (7) days after the Contractor, the Owner and the Architect have met and conferred regarding the updated draft application, and the Contractor has furnished all progress information required and all data requested by the Architect under Section 9.3.1.1 above, the Contractor has submitted current meeting minutes, as-built drawings and commissioning logs (if requested) and an updated construction schedule, the Contractor may submit a payment request by the 10th day of the following month in the agreed-upon amount, in the form of a notarized, itemized Application for Payment, in triplicate, for Work properly performed during the prior calendar month on a form supplied or approved by the Owner. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. The submission of this Application constitutes a certification that the Work is current on the Contractor's Construction Schedule, unless otherwise noted on the application. The Application shall be accompanied by lien releases on a form furnished or approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

§ 9.3.1.3 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, also within the same seven (7) days after the meeting in Section 9.3.1.1, submit to the Owner and the Architect along with the approved payment request a separate payment request in writing specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount due.

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

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

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

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

§ 9.3.4 Retainage.

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

.1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty days following the Final Acceptance of the Work as completed and as provided in Section 9.10.6; or

.2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty days following Final Acceptance of the Work as completed and as provided in Section 9.10.6; or

.3 Placed in escrow with a bank or trust company and not subject to release until sixty days following the Final Acceptance of the Work as completed and as provided in Section 9.10.6.

.4 If the Contractor provides a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of "A-" or better and a financial rating of no less than "VII," and signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's approved Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

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§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

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

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~

.7 ~~repeated~~ unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents

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

.9 failure to submit affidavits pertaining to wages paid as required by statute;

.10 failure to submit a properly updated Construction Schedule;

.11 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;

.12 liquidated damages;

.13 failure to properly maintain and submit as-builts;

.14 failure to properly submit daily construction records;

.15 failure to properly submit certified payrolls; or

.16 failure to properly submit any other documents required of the Contractor under the Contract Documents.

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

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

§ 9.5.4 ~~If the Architect withholds certification for payment under Section 9.5.1.3, the~~ The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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

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§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract ~~Documents, and shall so notify the Architect.~~Documents. The Owner will make a progress payment within thirty days of its receipt and approval of the Architect's Certificate for Payment. The Owner shall be entitled to withhold payment to the extent provided by the Contract Documents, notwithstanding the issuance of a Certificate for Payment.

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

If the Architect ~~does not~~ improperly fails to issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's timely, complete and approved Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount ~~certified by the Architect or awarded by binding dispute resolution,~~ due and owing to the Contractor, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. This right to stop Work does not apply in the case of the failure to issue a Certificate of Payment for amounts in dispute. The Contract Time shall be extended appropriately and the Contract Sum shall be

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increased by the amount of the Contractor's reasonable costs of shutdown, delay and ~~start-up,~~ start-up as provided for in Section 7.5 of these General Conditions, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

§ 9.8.1.1 Date of Commissioning of Operational Systems. The systems of the Work so designated in the Contract Documents are considered "Operational Systems." Unless otherwise specified in the Contract Documents, the Operational Systems include the HVAC system, the data communications system(s), the intercom system, the life safety system(s), the clock system, the telephone system, and the security system. When the Contractor considers that the Operational Systems are complete and fully functional, up and running and ready for normal operation and any functional performance testing as specified for each phase, and after all pre-commissioning checklists have been completed, the Contractor shall so notify the Architect and the Owner in writing a minimum of thirty days prior to the Date of Substantial Completion for that portion or phase as fixed in the Contract Documents. The Architect or the Owner's Commissioning Agent will then schedule a pre-commissioning inspection and observe the functional performance tests of these systems identified in the Contract Documents to determine whether the Operational Systems are complete and ready for normal operation. If the inspection discloses that the Operational Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect or the Owner's Commissioning Agent. The Contractor shall then submit a request for another inspection to determine completion of the Operational Systems and pay the costs associated with the reinspection, including fees of any commissioning agent and the Architect and its consultants. When the Operational Systems are complete, the Architect or the Owner's Commissioning Agent will notify the Owner in writing, which shall establish the Date of Commissioning. Training of Owner personnel shall not begin until the Date of Commissioning and shall be conducted prior to departure of the installing entity from the site by appropriate

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Subcontractor personnel who are knowledgeable with the construction and operation of each system. Warranties on the Operational Systems required by the Contract Documents shall commence on the Date of Commissioning for the entire Project, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the systems until Final Acceptance. The Date of Commissioning shall not have an effect on the duties of the parties at Substantial Completion.

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

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

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may upon written notice to the Contractor take possession of, operate, occupy or use any completed or partially completed portion of the Work at any ~~stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project.~~ stage. Such partial occupancy or use may commence whether or not the portion is substantially ~~complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.~~ complete. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial or Final Completion, nor establish a date for termination or partial termination of the running of liquidated damages, nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Substantial Completion of the Work or designated portion thereof within the Contract Time, or fails to achieve Final Completion of the Work within sixty days of Substantial Completion (or such other period of time as is specified in the Contract Documents), the Owner may take possession of, use or operate all or any part of the Work without an increase in the Contract Sum or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. ~~The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.~~

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 The Contractor shall cause punch list items to be completed within sixty days of Substantial Completion of each phase (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period) provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at forty-five days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within the next fifteen days, the Owner may, upon seven days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to make reasonable progress towards the correction of the deficiencies within this seven day period, the Owner may deduct from the Contract Sum the actual cost of performing this punch list Work, including any design costs, plus 15% to account for the Owner's transaction costs. Upon receipt of the Contractor's notice that the Work is ready for final inspection and ~~acceptance and upon receipt of a final Application for Payment,~~ acceptance, the Architect will promptly make such ~~inspection. When the Architect finds~~ inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that

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some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly ~~issue a final Certificate for Payment~~ notify the Owner and the Contractor in writing stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract ~~Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.~~ Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

§ 9.10.2 Neither final payment nor any ~~remaining~~ retained percentage shall become due until ~~the Contractor submits to~~ after the Owner's Board of Directors has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment under Section 9.10.1.2, an occupancy permit must have been issued, Final Completion must have occurred, and the Contractor must have submitted to the Owner and the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA form G706 or equivalent), (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (AIA form G707 or equivalent) (5) documentation of any and all special warranties, such as manufacturers' warranties or specific

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Subcontractor warranties, ~~and~~ (6) ~~if required by the Owner,~~ other data establishing payment or satisfaction of or protection against obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated ~~by the Owner.~~ by the Owner (Contractor's Affidavit of Release of Liens, AIA form G706A or equivalent), (7) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor, (8) a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner, (9) certification that the materials in the Work are "lead-free" and "asbestos-free," (10) a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed off permits, (11) record documents, (12) all guarantees, training, manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities, and (13) all submittals and information sufficient for the Owner to submit apprenticeship utilization data as required by RCW 39.04.320(5)(a). Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, ~~final completion thereof~~ Final Completion is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting ~~final completion,~~ Final Completion, and the Architect so confirms, the Owner ~~shall,~~ may, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. ~~If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.~~

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

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- **.1** employees on or involved in the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the ~~Work,~~ Work and explicitly permitted by the Contract Documents, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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

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

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

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

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

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

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

§ 10.3 Hazardous Materials and Substances

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

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

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents. The Contractor shall not install hazardous materials, including without limitation asbestos, lead, mercury, or polychlorinated biphenyl (PCB), in the Work.

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

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

§ 10.4 Emergencies

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

§ 10.5 PUBLIC SAFETY AND CONVENIENCE

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

§ 10.6 WEATHER PROTECTION

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized and admitted to issue insurance in the jurisdiction where the Project is located. The Owner, ~~Architect, and Architect's consultants~~ its directors, officers, and agents, the Architect, their respective consultants and employees, and any required governmental agencies and others designated in the Contract Documents shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract ~~Documents.~~Documents and shall include a severability of interest (cross liability clause) for Work performed under this Contract. The insurer shall possess an A.M. Best's policyholder's rating of A- or better and a financial rating of no less than VIII and shall be reasonably acceptable to the Owner. The insurance shall include at a minimum an occurrence-based Commercial General Liability Insurance Policy, which shall provide personal injury, bodily injury and property damage liability; advertising injury; automobile liability insurance policy, including but not limited to owned, non-owned and hired vehicles; on Work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), employment related practices coverage, and stopgap employer's liability. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

- **.1** Commercial General Liability, Bodily Injury and Property Damage Liability, including Premises and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual in the amount of $1,000,000 per occurrence with a per-project general aggregate limit of at least $2,000,000;
- **.2** Commercial Auto Liability, Bodily Injury and Property Damage, in an amount of at least $1,000,000 Combined Single Limit;
- **.3** $1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 3.18; and

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.4 In addition, the Contractor shall maintain an umbrella policy that provides excess limits following form over the primary layer, in an amount not less than $8,000,000.

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

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

§ 11.1.1.3 The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the minimum amount of $1,000,000 per occurrence with a $2,000,000 general aggregate limit. Also, the Subcontractors shall name the Contractor and the Owner and cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, its directors, officers, and agents, the Architect and the Architect's consultants as additional insureds for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its directors, officers, and agents, as an additional insured for claims arising out of or caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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

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

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

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

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. ~~If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or~~

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~~maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~See Section 11.6.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~See Section 11.6.

§ 11.3 Waivers of Subrogation

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

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 See Section 11.6.

§ 11.5.2 See Section 11.6.

§ 11.6 PROPERTY INSURANCE

§ ~~11.3.2~~ ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~**11.6.1** Unless otherwise provided, the Contractor shall purchase and maintain until the Owner takes occupancy of the entire Project, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction upon the entire Work at the site and all materials or equipment furnished or installed by the Owner on the Project, in the amount of the Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. This insurance shall insure against the perils of fire and extended coverage and physical loss or damage and shall provide "all risk" coverage for the interests of the Owner, the Contractor and Subcontractors as named insured, as their respective interests appear. Upon written request, the Contractor will provide a copy of its policy to the Owner. Each loss may be subject to a deductible of not more than $10,000. Except for losses caused by the Owner or by natural occurrences, losses up to the deductible

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amount or otherwise not covered by insurance shall be paid by the Contractor. For losses caused by the Owner or by natural occurrences, losses up to the deductible amount shall entitle the Contractor to an increase in the Contract Sum for that deductible amount (but only up to $10,000). This insurance shall include as loss payee the Owner, the Contractor and Subcontractors of any tier as named insureds, as their respective interests appear. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

~~**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~**§11.5 Adjustment and Settlement of Insured Loss**~~

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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

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

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

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

§ 11.6.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.6. Each policy shall contain all generally applicable

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conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the ~~Architect~~ Architect, Owner or governmental authority has not specifically requested to examine prior to its being ~~covered, the Architect~~ covered and for which neither the Contract Documents nor governmental laws or regulations required inspection, the Architect, Owner or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the later of the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under ~~Section 9.9.1,~~ the Contract Documents, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this Section 12.2.2 with no increase to the Contract Sum (i.e. at no cost to the Owner) promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. ~~The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.~~ If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work, the Owner may without further notice dispose of materials and equipment as it sees fit, and the Contractor will be liable for all associated costs. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damages.

- **.1** If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g., break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.
- **.2** If, in the Owner's opinion, the nonconforming Work has the potential of becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single room, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two working days and shall complete corrective action within five working days.

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

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

§ 12.2.2.3 The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the internal law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~The venue for any litigation shall be in Superior Court in the county in which the project is located.

§ 13.2 Successors and Assigns

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

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

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

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§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~as specified in the A101 Agreement.

§ 13.6 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the designated representative as identified in the A101 Agreement, or to an officer of the corporation for which it was intended if the designated representative no longer works for that party; or if delivered at, or sent by facsimile, email, registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. The title of such communication must clearly indicate the importance of its contents, such as using the words "notice" or "claim" in the re: line. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile or email, or three calendar days after the date of postmark.

§ 13.7 STATUTES AND OTHER REQUIREMENTS

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

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

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

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

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

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

§ 13.7.6 Drug-Free Workplace. The Contractor and all Subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act

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of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

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

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

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

§ 13.7.10 Security. All contractors, suppliers, and visitors who come onto the site shall be required to display an identification badge on their person. The Contractor shall be required to administer the distribution of badges and maintain a sign-out log. All badges are to display the signature of the Project Superintendent. All Owner-supplied badges shall be returned before retainage is released.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 ~~The~~ Except as provided by RCW 60.28.080, the Contractor may terminate the Contract if the Work is stopped for a period of ~~30 consecutive~~ sixty consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has improperly not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' ~~notice to the Owner and the Architect,~~ written notice to the Owner and the Architect (during which period the Owner has the

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opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

§ 14.2 Termination by the Owner for Cause

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

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

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

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

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

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

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

~~**.4**~~ **.7** otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor on all or a portion of the Work and may, subject to any prior rights of the surety:

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

.2 Accept assignment of subcontracts pursuant to Section 5.4; ~~and~~

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

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

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

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

§ 14.5 EFFECTS OF TERMINATION BY OWNER

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

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

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

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

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

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

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

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

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

.9 continue performance only to the extent not terminated.

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

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

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

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

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

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

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

§ 14.5.5 The Contractor shall, from the effective Date of Termination until the expiration of three years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work. The Owner may have costs reimbursable under this Article 14 audited and certified by independent certified public accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.6 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, a change in the Contract Time, or other relief with respect to the terms of the ~~Contract.~~ Contract Documents. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the ~~Contract.~~ Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal or a Proposal Request, nor a notice of a potential or future Claim shall constitute a Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law and the time limits identified in this Agreement. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~ In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the

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following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise. To the extent that the Owner and Contractor agree to any partnering process to help resolve disputes, such processes shall be in addition to, and not in place of, the mandatory dispute resolution procedures in the Contract Documents.

§ 15.1.3.2 ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any Claim to the Owner and the Architect within fourteen days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. For all Claims, the Contractor shall submit a written Claim as provided herein within thirty days of submitting the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information referenced in Section 8.3.2) and shall provide data fully supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Contract Documents. The Contractor may delay submitting data by an additional fourteen days if it notifies the Owner in its Claim that substantial data must be assembled. Failure to properly submit the notice or Claim shall constitute waiver of the Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled and may not contain reservations of rights without the Owner's written approval; any such unapproved reservations of rights shall be without effect. Any Claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor. For the purposes of calculating such time periods, an "event giving rise to a Claim" is not a Request for Information but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time. The fact that the Owner and the Contractor may consider, discuss or negotiate an untimely or waived Claim shall in no way be deemed to constitute a waiver of any notice or other provisions of the Contract Documents.

§ 15.1.3.3 All notices and Claims shall be made in writing as required by the Contract and shall be addressed to the Owner's Designated Representative identified in the A101. Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission, or knowledge, actual or constructive, of the Owner or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Directors. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal waiver approved by the Owner's Board of Directors. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that the Owner is prejudiced by the Contractor's failure to timely submit notices and/or Claims as required by the Contract Documents, and that the Owner shall not be required to establish any actual prejudice in order to enforce the notice and Claim provisions of the Contract Documents.

§ 15.1.3.4 At any time following the Owner's receipt of the written Claim, the Owner may require that an officer of the Contractor, a principal of the Architect, and the Owner's Superintendent or designee (all with authority to settle) meet, confer, and attempt to resolve the Claim. If the Claim is not resolved during such meeting, the Contractor may bring no litigation against the Owner unless the Claim is first subject to nonbinding mediation as described in this Article 15. This mediation requirement cannot be waived except by an explicit written waiver by both parties.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, including the dispute resolution process and except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and maintain the Contractor's Construction Schedule, and the Owner shall continue to make payments in accordance with the Contract Documents.

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§ 15.1.4.2 ~~The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~
[Not used.]

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject ~~of the Claim.~~ of the Claim, and a Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the Contract Sum or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed to report the error or conflict to the Owner's Project Manager and Architect in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 shall ~~be given.~~ be given, and a Claim must be made in accordance with this Article 15, or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled ~~construction.~~construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only (but not a change in the Contract Sum) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be the extent to which the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract ~~Documents.~~Documents, or to preclude an obligation of the Contractor to indemnify the Owner for direct, indirect or consequential damages alleged by a third party.

§ 15.2 Initial Decision

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~
[Not used.]

§ 15.2.2 ~~The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

§ 15.2.4 ~~If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

§ 15.2.5 ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in ~~Sections 9.10.4, 9.10.5, and 15.1.7,~~ the Contract Documents, shall be subject to mediation as a condition precedent to the initiation of binding dispute resolution. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by ~~mediation which, unless the parties mutually agree otherwise,~~ mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service) in accordance with its Construction Industry Mediation Procedures ~~in effect on the date of the Agreement.~~ then in effect. A request for mediation shall be made in ~~writing,~~ writing and delivered to the other party to the ~~Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation~~ Contract. Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending ~~mediation for a period of 60 days from the date of filing,~~ mediation, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~
[Not used.]

§ 15.3.4 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in ~~the place where the Project is located,~~ Seattle, Washington, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.5 An officer of the Contractor and the Owner's Superintendent or designee must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Architect or Subcontractors, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

§ 15.4 Arbitration

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~[Not used.]

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

§ 15.4.2 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.5.1 Litigation. Any disputes that are not resolved through negotiations or mediation shall be resolved by litigation and not by arbitration unless mutually agreed in writing otherwise by the Owner's Board of Directors and the Contractor. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner or (b) ninety days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of a mediation (the time period between the written mediation request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty days after the date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law). The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:48:14 PT on 10/11/2024 under Order No. 3104238397 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction,other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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PART 1 - PERMITS, LICENSES AND FEES

1.1 City, County and Other Jurisdictional Authorities

A. The Owner shall secure and pay for all required plan-checking fees, the building permit fee and the L & I electrical permit fee.

B. The Contractor shall obtain and pay for (as part of the Contract Sum and not as an allowance) all additional permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded, including without limitation electrical, sewer, water, and plumbing permits and fees. The Contractor shall be responsible for Subcontractor licenses and costs of doing business in the city and county of the Project.

C. The Contractor shall coordinate and schedule all Work with permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work.

D. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits, utility and other such connections.

1.2 State of Washington Permits

A. The Owner shall secure and pay for all required Department of Labor and Industries plan-checking fees.

1.3 Renewal and Penalties

A. The Contractor shall obtain all permit renewals during the course of the Work.

B. The Contractor will be responsible for any renewals of and penalties arising from the building permit and other permits and governmental fees.

PART 2 - CONTRACTOR'S CONSTRUCTION SCHEDULES

A. The Contractor will be responsible for planning, scheduling, managing and reporting the progress of the work in accordance with all of the specific methods and submittals described in the Contract Documents. Within ten (10) days after award of the Contract, the Contractor shall submit a preliminary schedule of the Work. Within seven (7) days after issuance of the Notice to Proceed, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors and suppliers of any tier, shall submit six (6) copies of a Contractor's Construction Schedule to the Civil Engineer, and one copy to the Owner. Not less than ten percent (10%) of the Progress Payment may be withheld until a Contractor's

Construction Schedule has been submitted in a form satisfactory to the Civil Engineer and Owner. Neither the Owner nor the Civil Engineer will review the substance of the Contractor's Construction Schedule.

B. The Contractor's Construction Schedule shall be prepared by a competent scheduler, and used by the Contractor to plan, prosecute, and coordinate the Work in an orderly and expeditious manner. The Contractor's Construction Schedule will be used by the Owner and the Civil Engineer to evaluate progress and status at the various stages of the Project, allocate funds, determine the impact of any changes to the Contract, and establish the basis for progress payments. Such review shall not constitute an approval or acceptance of the Contractor's construction means, methods or sequencing, or its ability to complete the Work in a timely manner.

C. The Contractor's Construction Schedule shall be based upon a critical path method ("CPM") analysis of construction activities and sequence of operations needed for the orderly performance and completion of all separable parts of the Work in accordance with the Contract and within the Contract Time. The schedule shall be a CPM type in the form of a precedence diagram and activity listing and shall be time-scaled. It shall include the Notice to Proceed date, the Date(s) of Substantial Completion, and the Date(s) of Final Completion in accordance with the Contract Documents. The Critical Path shall be clearly indicated on the Contractors Construction Schedule. No more than 20% of the progress activities shall be on the critical path, and no more than 30% shall have less than 5 days' float. The value of any one activity shall not exceed $50,000, except that 5% of the total activities may exceed this limit without prior approval. The time-scaled network diagram shall be summarized on a single sheet not to exceed 30" x 42".
   1. The network diagram shall show in detail and in order the sequence of all significant activities, their descriptions, start and finish dates, durations and dependencies necessary to complete all Work and any separable parts thereof. The activity listing shall show the following information for each activity on the network diagram:
      a. Description;
      b. Duration (not to exceed 15 working days);
      c. Craft;
      d. Equipment (including hours of usage);
      e. Start and finish dates;
      f. Total float time and free float time;
      g. Dates that work must be performed and completed by other contractors or subcontractors to support the Work and the interfaces with such other contractors; and
      h. Cost-loading, correlated to the Schedule of Values, which, upon approval, shall be used as a basis for determining action on progress payments throughout the Project.
   2. A schedule for the purchase and receipt of items required for performance of the Work, showing lead times between purchase order placement and delivery dates, shall be integrated with the Contractor's Construction Schedule. The Contractor shall furnish the Civil Engineer with copies of all purchase orders and acknowledgments and fabrication, production, and shipping schedules for all major items on the critical path within 10 days of Contractor's receipt of each purchase order, acknowledgment or schedule. Neither the Civil Engineer nor the Owner shall be deemed to have approved or accepted any such material, or its schedule, nor deemed to have waived this requirement if some or all of the material is not received.

3. Milestone completion dates shall be clearly defined on the Contractor's Construction Schedule.
4. If abbreviations are used in the Contractor's Construction Schedule, a legend shall be provided to define all abbreviations.
5. The Contractor shall prepare and keep current a schedule of submittals, coordinated with the Contractor's Construction Schedule, which allows the Civil Engineer at least 10 days to review the submittals.
6. The Construction Schedules shall be submitted as a paper copy, PDF and in a data format that is capable of being printed using the latest version of Microsoft Project. The Contractor may request to use different project management software, such as Suretrak, but must first receive approval from the Owner, by demonstrating its capabilities. This can be accomplished by submitting a sample CPM printout of similar scope. If the alternative software is accepted, the Contractor will be required to supply the Owner an authorized "Windows" compatible copy of the software with all user support manuals.
7. At each monthly meeting with the Owner, the Contractor shall submit (a) a bar chart schedule showing the activities planned for the next month, and (b) a report showing actual starts and finishes from the previous month. The bar-chart schedule shall show all work activities numbered according to the CPM, any submittal or delivery activities with less than 5 days' float, and any permitting, testing, or inspection activities by others.

D. Within 10 days after receipt by the Civil Engineer, two copies of the Contractor's Construction Schedule will be returned to the Contractor with comments, following review by the Owner. Review by the Owner and Civil Engineer of the Contractor's Construction Schedule shall not constitute an approval or acceptance of the Contractor's construction means, methods, or sequencing, or its ability to complete the Work in a timely manner.

E. The Contractor shall utilize and comply with the Contractor's Construction Schedule. The Contractor shall not be entitled to any adjustment in the Contract Time, the Contractor's Construction Schedule, or the Contract Sum, or to any additional payment of any sort by reason of the loss or use of any float time, including time between the Contractor's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule. The Contractor shall not be entitled to any extension of time, compensable or otherwise, for any delay that occurred during any time the Contractor has not timely submitted an updated Construction Schedule as required by the Contract Documents.

F. Should the Contractor fail to meet any scheduled date as shown on the current Contractor's Construction Schedule, the Contractor shall, if requested, be required at its own expense to submit within 10 days of the request an updated Contractor's Construction Schedule. If the Contractor's progress indicates to the Owner that the Work will not be Substantially Completed within the Contract Time, the Contractor shall, at its own expense, increase its work force and/or working hours to bring the actual completion dates of the activities into conformance with the Contractor's Construction Schedule and Substantial Completion within the Contract Time. The Contractor shall also submit a revised Contractor's Construction Schedule at its own expense within 10 days of notice from the Civil Engineer that the sequence of work varies significantly from that shown on the Contractor's Construction Schedule. Neither the Owner nor the Civil Engineer will, however, be obligated to review the substance or sequence of the Contractor's Construction Schedule or otherwise determine whether it is correct, appropriate or attainable.

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

PART 3 - INSURANCE

3.1 Insurance Required of the Contractor - The Contractor shall purchase and maintain insurance as set forth in the General Conditions. Such insurance shall be written for not less than the following limits, or greater if required by law

A. Workers' Compensation (industrial insurance) meeting statutory limits mandated by state and federal laws, and Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) with coverage of at least $500,000 each occurrence/each accident.

B. Commercial General Liability, Bodily Injury and Property Damage Liability, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations and Products, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):
   1. At least $1,000,000 Each Occurrence
   2. At least $2,000,000 per project General Aggregate, endorsed to this Project only
   3. The Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of the revised A201-97 General Conditions.

C. Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage with Combined Single Limit of at least $1,000,000 Each Accident.

D. A true umbrella policy which provides excess limits over the primary layer, in an amount not less than $8,000,000.

E. Bodily injury and property damage claims resulting from Mold and Fungus with coverage limits of no less than $1,000,000 each occurrence.

F. The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the amount of $1,000,000 per occurrence with a $2,000,000 aggregate limit.

G. The City of Snoqualmie, its elected and/or appointed officials, its officers, employees, agents, volunteers, and representatives are additionally insured insofar as the work, obligations, and activities performed by the owner/developer and authorized by the City of Snoqualmie permit are concerned.

3.2 Not Used

3.3 Property Insurance Required of the Contractor

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction upon the entire Work at the site and all materials or equipment furnished or installed by the Owner on the Project, in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

B. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. This insurance shall insure against the perils of fire and extended coverage and physical loss or damage. Each loss may be subject to a deductible. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor. This insurance shall include as loss payee the Owner. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval.

END OF SECTION

1. SCOPE OF WORK

A. All work required to construct a new parking lot, including improvements to the existing parking lot at Optstad Elementary School. Work also includes landscaping (groundcover, shrubs, trees, and irrigation), parking lot lighting, and new luminaires and mast arms on existing wood poles in the right-of-way.

B. The elementary school grounds will be open for normal school district use, schedules, and activities. The Contractor shall establish and maintain secure separation between construction activities and campus use by staff and the public.

2. SITE VISITS / PRE-BID SITE INSPECTION

C. A VOLUNTARY PRE-BID CONFERENCE WILL BE HELD ON:

Wednesday, April 29, at 10:00 AM - 11:00 AM.

(Meet at Site; parcel adjacent to Stilson Ave SE)

Site Address:

OPSTAD ELEMENTARY SCHOOL
1385 Stilson Ave SE
North Bend, WA 98045

D. QUESTIONS REGARDING BID

E. All questions regarding the work shall be directed to Jacobson Consulting Engineers / Alan Jacobson at (206) 399-6233 or Sascha Eastman at (206) 293-9134 at least five working days prior to Bid Opening.

3. PROJECT SCHEDULE - Start and Completion

A. Refer to Section 01 11 00 Summary of Work.

4. CONTRACTOR-FURNISHED ITEMS

A. The contractor shall provide all labor, materials, tools, equipment and services required to complete work described herein and shown on the drawings.

5. PERMITS

A. The Snoqualmie Valley School District shall obtain and pay for the City of North Bend Plan Review fee and Building permit for this Project as well as the review fee for the Department

of Labor and Industries' electrical plan review. All other permits, licenses, approvals, and other arrangements for work shall be obtained and paid for by the Contractor

6. COMPLIANCE WITH NON-DISCRIMINATION LAWS

A. The Contractor is required to submit to Snoqualmie Valley School District a letter stating compliance with the requirements of nondiscrimination laws as set forth by Washington State Human Rights Commission.

1.2 RESIDENT EMPLOYEES

A. The Contractor, or any subcontractor, shall employ ninety-five percent or more bona fide Washington residents as employees where more than forty persons are employed, and ninety percent or more bona fide Washington residents as employees where forty or less persons are employed, and shall otherwise act in accordance with Chapter 39.16 RCW. Except as provided in Chapter 39.16 RCW, if the Contractor (or a subcontractor) employs a nonresident in excess of the percentage preferences, the Contractor (or subcontractor) shall have deducted, for each violation, from the amount due, the prevailing wages which should have been paid to a displaced resident. The money so deducted shall be retained by the Owner.

7. INTENT TO PAY PREVAILING WAGES

A. The contractor and each sub-contractor shall file "Intent to Pay Prevailing Wages" before commencement of the project.

1. Wage Rates - Statutes of Washington, RCW 39.12 as amended shall be a part of this contract. Requirements, in brief, are stated below:

2. There shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in work on the project under this contract in the trade or occupation listed in the schedule of wage rates, as determined by the State Department of Labor and Industries, not less than the hourly wage rate listed therein, regardless of any contractual relationship which may be alleged to exist between the Contractor of any subcontractor and such laborers and mechanics. For every contract in excess of ten thousand dollars, the Contractor shall post in a location readily visible to workers at the job site: (1) a copy of a statement of intent to pay prevailing wages approved by the industrial statistician of the state Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the industrial statistician of the state Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

3. The "prevailing rate or wage" contained in the wage determination include health and welfare fund contributions and other fringe benefits collectively bargained for by the various management and labor organizations.

4. In the event established rates change during the period of the contract, bidder will be required to comply with prevailing wages in effect for period in which work is done. Successful bidder will be required to file a "Statement of Intent to Pay Prevailing Wages" before work on the project can be started.

5. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his decision therein shall be final and conclusive and binding on all parties involved in the dispute.

8. AFFIDAVIT OF WAGES PAID.

A. A contractor or subcontractor on a public works project must submit a statement certifying the rate of hourly wage paid each classification of laborer, workman, or mechanic employed by him upon such work has been paid less than the prevailing rate of wage or less than the minimum rate of wages specified in the contract. This certified statement must be submitted before payment of public funds can be made to him for work done on such project.
   1. A form to use in preparing the necessary certified statement entitled "Affidavit of Wages Paid" may be procured on line from the Department of Labor and Industries. The affidavit must be submitted with any invoice.
   2. Before final payment can be made, Contractor must submit a written "release from liability" from the Department of Labor and Industries stating that the contractor's or any subcontractor's premium payments for industrial insurance are in order. The Owner reserves the right to withhold from payment to the Contractor the amount owing to the Department of Labor and Industries for the hours of work performed by the Contractor or any subcontractor under the contract.

9. PRODUCT DELIVERY

A. All labor, material, or equipment contracted under this order is to be furnished, F.O.B. delivered and installed at the job site. With the exception of bulk coatings, all material shall be delivered to job site in original containers as packaged by the manufacturer with the label intact. The responsibility for the security of any products or equipment on the site will be the contractor's. Any products intended to remain at the site unattended must be secured in a manner acceptable to the school district. Provide a certificate of compliance upon request for bulk materials.

10. PRODUCT HANDLING

A. Protection - The Contractor shall use whatever means are necessary or required to protect the existing fence, walks, landscaping, etc., before, during and after installation and to protect the installed work and other existing surfaces.

B. Replacements - In the event of damage, the Contractor shall immediately make all repairs and replacements necessary to the approval of the owner at no additional cost.

11. TESTING

A. Provide testing when requested by the product manufacturer as a condition of warranty coverage, the building official having jurisdiction for code compliance, and as requested by the Facilities & Construction Manager.

12. SALVAGE AND DISPOSAL

A. All debris shall be disposed at a legal off-site disposal location by the contractor, at contractor's expense. No debris or waste will be placed in school dumpsters or left on site. Debris must be removed on a daily basis. Salvage only those items identified by bid documents and relocate to the District's designated storage.

13. SECURITY SYSTEM AND KEYING

A. The District will occupy the remaining building during routine custodial staffing hours and will control building doors and security systems. The contractor will be responsible for maintaining building security in construction areas during the course of the contract.

14. SANITARY FACILITIES

A. Contractor shall provide and maintain temporary sanitary facilities and enclosures. Existing facilities shall not be used.

15. DISTRICT NO-SMOKING POLICY

A. Smoking of any kind or use or any kind of tobacco is prohibited on all District property.

16. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

A. The contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, all shop drawings, product, and samples required.

B. No portion of the work requiring submission of a shop drawing, product data, or sample shall be commenced until the submittal has been approved by the owner. All such portions of the work shall be in accordance with approved submittals.

17. PROJECT SCHEDULE

A. The Contractor shall prepare a CPM project schedule for the Snoqualmie Valley School District Facilities dept. approval which includes:
   1. Scheduled commencement, substantial completion, and the sequential phases of subcontract work by which construction progress and coordination can be measured.
   2. The date(s) for submittals which permit reasonable time for contract review.
   3. Date(s) for receipt by Contractor of FDIC items.
   4. Utility shutdowns.
   5. The contractor shall keep schedules current for on-going Owner review.

18. WORK SCHEDULE

A. Work specified in this contract will occur between the hours of 7:00 AM and 5:00 PM, Monday through Friday, except Holidays.

B. Any work done outside these hours, due to weather or other special circumstances, must have prior approval by the Facilities & Construction Manager. The contractor must perform the work in a timely manner with consistent progress under favorable conditions. No work shall be performed without approval. All work will be coordinated with the Director of Operations, Brandon Klepper, phone 425 831 8005. A 24-hour notice of intent to perform work must be given to the Facilities Project Manager.

19. COORDINATION MEETINGS

A. The school district and the contractor must meet for: (1) a pre-job conference intended to clarify the scope and detail of all work, materials, and other sundry matters; and (2) a post-job inspection of the work completed. The district representative and the contractor will coordinate these meetings at the convenience of both parties.

20. SITE CONDITIONS

A. Existing Conditions: Project drawings approximate the physical character of building and site features known or believed to exist. However, drawing documents cannot document complete and exact physical conditions, nor the means and methods of construction. Bidders and Contractors shall examine existing building and site conditions as a requirement of and prerequisite for bidding the project work.

B. Responsibility for Damage: Any building or site damage resulting from the performance of contract work shall be restored to pre-construction condition as a responsibility of this construction contract.

C. Owner may contract with other contractors for other contract work during the scheduled time for this Work

21. CLEANUP

A. After completion of repairs at each job site, the contractor shall remove all excess materials, debris, and unsightly stains resulting from this contract and make all necessary repairs to any areas damaged during this contract. Work will be accomplished during school hours. **Contractor shall keep areas clear of all debris during the day and at end of work day.**

22. OWNERS RIGHT TO CLEAN UP

A. If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Owner shall determine to be just.

END OF SECTION

PART 1 - GENERAL

1.1 USE OF DOCUMENTS

A. Contract Documents are enumerated in Section 00 01 10 Table of Contents.

1.2 RELATED DOCUMENTS

A. Division 00 and Division 01 apply to the work specified in this Section:

1.3 DESCRIPTION

A. Contract Conditions described in this Section:
   1. Contractor Registration & Licensing Requirements.
   2. Bond & Contract Performance Requirements
   3. Prevailing Wage Requirement
   4. Labor Hours and Overtime
   5. Health & Safety Standards for Workers
   6. Employment & Discrimination
   7. Contract Retainage and Liens

B. Related Requirements Specified Elsewhere:
   1. Section 00 21 13 “Instruction to Bidders”.
   2. Section 00 70 00 “Conditions of the Contract”

1.4 INCORPORATION OF PUBLIC WORK REQUIREMENTS

A. The Bidder and Contractor shall fulfill Public Work bidding and contract statute provisions as if bound herein.

PART 2 - CONTRACTOR REGISTRATION, LICENSING & ELIGIBILITY

2.1 REQUIREMENTS

A. General:
   1. Contract signatories to the Construction Contract, and contractors and subcontractors providing building construction services to the Contract, shall be licensed to perform said work in accordance with Chapter 39.06 RCW.
   2. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor" firm is a person or firm ineligible to be awarded government contracts.

PART 3 - BONDING FOR CONTRACT PERFORMANCE

3.1 REQUIREMENTS

A. General
   1. The General Contractor (signatory to the Construction Contract) shall provide the Owner with both Performance and Material & Labor bonds which bind the General Contractor and Surety Company to completion of Construction Contract work, and fulfillment of contract payment obligations. Bonds shall be purchased, executed, and issued to the Owner, each individually valued at 100% of the Construction Contract amount. The cost of bonds shall be included in the Bid.

B. Bond issuance shall be in compliance with Chapter 39.08 RCW for Public Works with the following stipulations:
   1. For Contracts of $25,000 or less, at the Contractor's election, retainage of 50% (of contract award) may be used in lieu of bond security.

C. AIA Document A311 Performance Bond and Material & Labor Bond are incorporated to delineate contract standards as part of the Contract Documents as if bound herein.
   1. Within ten days after the issuance of the Notice of Intent to Award Contract, the Contractor shall deliver two copies of the bond to the Owner.
   2. The Owner may decline to enter into the contract, withhold its notice to proceed, and/or withhold payment to the Contractor until such Surety Bond is Received.

PART 4 - PREVAILING WAGE

4.1 REQUIREMENTS

A. General
   1. Every worker, laborer, and mechanic providing construction-related work in Washington -- regardless of whether work is on-site or off-site -- which pertains to the supply and fabrication of specific construction contract assemblies, shall receive prevailing wages in accordance with State Public Works standards Chapter 39.12 RCW.

B. Compliance Standard:
   1. Under the provisions of State Statute, the hourly wage paid to laborers, workmen, and mechanics covered under Section 4.01 A — General Requirements of this contract shall not be less than the "Prevailing Wage" (hourly rate and benefit sum) established for that trade or work classification.
   2. "Prevailing Wage" shall be contractually defined as the minimum hourly rate and benefit wage —known as Prevailing Wage for Public Works — as established for every construction trade and work classification by the State Department of Labor & Industries.
   3. "Prevailing Wage" minimum rates shall be set by the location in which contract work is performed, as published and in-force at the initiation of the contract (for the duration of the contract). It is the responsibility of the general contractor, subcontractors, and all applicable suppliers and fabricators to coordinate compliance with these prevailing wage standards and pay all fees to those governing Agencies having jurisdiction.

C. Compliance Procedure:

1. The Owner shall notify the Dept. of Labor & Industries, Industrial Insurance Division, of an Award of a Public Works Contract.
2. The General Contractor shall file (in triplicate) with the Owner a "Statement of Intent to Pay Prevailing Wages" form (Dept. of Labor & Industries form #F700-029-000), bearing approval by the Industrial Statistician, for each and every trade and work classification on or before the day that trade and work classification commences contract work.
   a. All workers shall be paid journeyman prevailing wage rates, unless a position is an apprenticeship, established by agreement, registered, and approved by the State Apprenticeship council pursuant to Chapter 49.04 RCW.
   b. The General Contractor shall post on-site, positioned readily available to workers, a copy of the intent to pay prevailing wages as approved by the Industrial, and the address and telephone number of the Industrial Statistician (for complaints and inquiries).
   c. Payment cannot be released to the contractor without this documentation.
3. At the conclusion of contract work by any trade and/or work classification, the General Contractor shall file with the Owner (in triplicate) an "Affidavit of Wages Paid" form (Dept. of Labor & Industries form #F700-007-000), bearing approval by the industrial Statistician, for each and every trade and work classification (corresponding to the intent forms on file).
4. Upon the filing of all "Affidavit" Notices approved by Labor and Industries, notice of documentation (by Dept. of Revenue) of tax payments, and resolution (by Dept. of Employment Securities) of workman compensation claims, only then is the Owner authorized to release the final payment of retainage.

PART 5 - LABOR HOURS AND OVERTIME

5.1 REQUIREMENTS

A. General
1. The General Contractor, all sub-contractors, and all subcontract tier contractors shall enforce labor hour and overtime requirements which follow.

B. Contract Work Hours:
1. In accordance with ROW Statute 49.28, a workday shall be deemed to be 8 hours duration, 40 hours per week, except where employees enter into an agreement with their employer to work up to 10 hours per day but not more than 4 calendar days per week.

C. Contract Work Hours -- Overtime:
   1. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such labor or mechanics receives compensation at a rate not less than one and one-half times the base rate of pay for all hours worked in excess of forty hours in such work week.
      a. Overtime hours shall be calculated on hours in excess of daily standard shift hours as established for that work week.
      b. The Snoqualmie Valley School District shall, at its option, withhold sufficient funds due the contractor or subcontractor to satisfy any liabilities brought about by claims of unpaid wages and resulting liquidated damage penalties. Refer to Part 8 Contract Retainage & Liens.

PART 6 - HEALTH & SAFETY STANDARDS FOR WORKERS

6.1 REQUIREMENTS

A. Employee Safety - General

   1. The General Contractor, all sub-contractors, and all tier subcontracts shall be bound by rules and standards established by the Department of Labor Occupational Safety and Health Act of 1970 (Public Law 91-596; 84 Statute 1590) and RCW 49.17, the Washington Industrial Safety and Health Act for employee safety in the performance of contract work.

B. Notification of Safe Working Conditions:

   1. The Owner shall inspect all existing structures for asbestos contamination and identify conditions prior to contract work. Abatement (if required) will be provided by the General Contractor for work designated within this contract, The Owner shall provide the contractor with written notification of asbestos contamination conditions and abatement status as required by RCW 49.26.013. Report is provided under Section 003126 Existing Hazardous Material Information — Asbestos Containing Building Materials Site Inspection Report.

   2. The General Contractor shall make, keep and maintain accurate records, and shall inform their employees of all field conditions related to employee safety (ROW 49.17.220):

      a. Potentially hazardous site conditions and contaminants either present or discovered
      b. The presence of toxic materials used in the performance of contract work
      c. Complete records with periodic reporting of work-related injuries and illnesses
      d. Records documenting employee exposure to potentially toxic or harmful materials (which are required to be monitored or measured)

C. Workers Health & Industrial Insurance:

   1. The General Contractor and all subcontracts stemming from the construction contract shall provide for worker medical and industrial insurance coverage and provide direct contributions as required by the Department of Labor & Industries to Washington's Industrial, Medical Aid and Supplemental insurance programs (Title 49 & Title 51 ROW).

PART 7 - EMPLOYMENT & DISCRIMINATION

7.1 REQUIREMENTS

A. Resident Employees:
   1. The Contractor, or any subcontractor, shall employ ninety-five percent or more bona fide Washington residents as employees where more than forty persons are employed, and ninety percent or more bona fide Washington residents as employees where forty or less persons are employed, and shall otherwise act in accordance with Chapter 39.16 RCW. Except as provided in Chapter 39.16 RCW, if the Contractor (or a subcontractor) employs a nonresident in excess of the percentage preferences, the Contractor (or subcontractor) shall have deducted, for each violation, from the amount due, the prevailing wages which should have been paid to a displaced resident. The money so deducted shall be retained by the Owner.

B. Discrimination:
   1. Contractors, subcontractors and suppliers, as a feature of this contract, shall not discriminate in either contract or employment on the basis of race, creed, color, national origin, sex, marital status, age, or the presence of a mental or physical disability.
   2. Failure to adhere to this policy of non-discrimination shall entitle the Kent School District, at its contractual option, to cancel the construction contract and compensate the contracting party only for goods and services (at contract costs) provided and accepted as of that date.
   3. Contractors, subcontractors, and suppliers, where qualified to provide construction contract materials and/or services, shall encourage minority and women-owned business involvement.

PART 8 - CONTRACT RETAINAGE AND LIENS

8.1 REQUIREMENTS

A. Contract Retainage:
   1. In accordance with State Statute RCW 60.28.010 the Contract for Construction shall have a provision to retain 5% of contract monies earned for the protection and payment of any persons, mechanic, subcontractor or materialman who shall perform any labor upon such contract or the doing of said work, and all persons who shall supply such person or persons subcontractors with provisions and supplies for carrying on of such work, and the State with respect to taxes imposed pursuant to Title 82 RCW which may be due from such contractor. These contract funds shall be held as security in a single manner established by contractor selection from the following options:
      a. Retained in a fund by the Owner until thirty days following the final acceptance of said improvements or work as completed; or
      b. Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvements, or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the contractor; or

c. Placed in escrow with a bank or trust company by the Owner until thirty days following the final acceptance of said improvement or work as completed. When the moneys reserved are to be placed in escrow, the public body shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the contractor jointly. Such check shall be converted into bonds and securities chosen by the contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the contractor as the said interest accrues.

2. Refer to Section 007000 General Conditions of the Contract for Construction, Article 9.2.1.3 for allocation of Schedule of Value funds, in addition to contract retainage, for completion of work during the punch list and closeout period.

8.2 REQUIREMENTS

A. Contract Retainage:
   1. Retainage shall not be released until which time that:
      a. Contract work and all administrative obligations have been satisfactorily completed;
      b. The Owner receives authorization from State Agencies that statute provisions (Dept. of Labor and Industries for prevailing wage, Dept. of Revenue for taxes, and Employment Securities for industrial insurance claims) are in compliance; and
      c. The Owner receives assurances that all outstanding liens have been settled.

B. Settlement of Liens:
   1. To signify that the General Contractor has fulfilled all construction contract financial commitments and obligations, the contractor is hereby required to file the following forms in evidence:
      a. AIA Document 6706 Contractor's Affidavit of Payment of Debts and claims
      b. AIA Document G706A Contractor's Affidavit of Release of Liens
      c. AIA Document 6707 Consent of Surety Company to Final Payment

END OF SECTION

PART 1 - GENERAL

1.1 PREVAILING WAGES FOR PUBLIC WORKS

A. The work of this project is subject to the requirements of Chapter 39.12 RCW and the attached prevailing wage rates shall be the minimum rates as specified in RCW Chapter 39.12.

B. Current prevailing wage rates are included as a part of this section.

C. The contractor and each sub-contractor shall file "Intent to Pay Prevailing Wages" before commencement of the project.

1. Wage Rates - Statutes of Washington, RCW 39.12 as amended, shall be a part of this contract. Requirements, in brief, are stated below:

2. There shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in work on the project under this contract in the trade or occupation listed in the schedule of wage rates, as determined by the State Department of Labor and Industries, not less than the hourly wage rate listed therein, regardless of any contractual relationship which may be alleged to exist between the Contractor of any subcontractor and such laborers and mechanics. For every contract in excess of ten thousand dollars, the Contractor shall post in a location readily visible to workers at the job site: (1) a copy of a statement of intent to pay prevailing wages approved by the industrial statistician of the state Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the industrial statistician of the state Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

3. The "prevailing rate or wage" contained in the wage determination include health and welfare fund contributions and other fringe benefits collectively bargained for by the various management and labor organizations.

4. In the event established rates change during the period of the contract, bidder will be required to comply with prevailing wages in effect for period in which work is done. The successful bidder will be required to file a "Statement of Intent to Pay Prevailing Wages" before work on the project can be started.

5. Wage Determination: The applicable prevailing wages are determined as of the Bid Date for the county in which the Project is located and are available at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

6. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State, and his decision therein shall be final and conclusive and binding on all parties involved in the dispute.

D. Affidavit of Wages Paid:
A contractor or subcontractor on a public works project must submit a statement certifying the rate of hourly wage paid each classification of laborer, workman, or mechanic employed by him upon such work has been paid less than the prevailing rate of wage or less than the minimum rate of wages specified in the contract. This certified statement must be submitted before payment of public funds can be made to him for work done on such project.
A form to use in preparing the necessary certified statement entitled "Affidavit of Wages Paid" may be procured from Owner. The affidavit must be submitted in triplicate with any invoice. Before final payment can be made, Contractor must submit a written "release from liability" from the Department of Labor and Industries stating that the contractor's or any subcontractor's premium payments for industrial insurance are in order. The Owner reserves the right to withhold from payment to the Contractor the amount owing to the Department of Labor and Industries for the hours of work performed by the Contractor or any subcontractor under the contract.

END OF SECTION

1.01 GENERAL:

Pursuant to Chapter 39.12 RCW, no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less than the “prevailing rate of wage” (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries.

1.02 WAGE DETERMINATION:

The applicable wage determination is attached herein and is made a part of the Contract Documents by reference as though fully set forth herein.

If not attached, then the applicable prevailing wages are determined as of the Bid Date for the county in which the Project is located and are available at http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/

1.03 AVAILABILITY AND POSTING:

A copy of the wage determination is available for viewing at the Owner’s office and will be mailed upon request. The Contractor shall also keep a paper copy at the Project site.

1.04 INTERPRETATION:

Any discrepancy between the attached wage determination and the published rates shall be resolved per Section 00 71 00 – General Conditions.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Owner-furnished products.
7. Access to site.
8. Coordination with occupants.
9. Work restrictions.
10. Specification and Drawing conventions.
11. Miscellaneous provisions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Parking Lot Expansion at Opstad Elementary School.
1. Project Location: 1345 Stilson Ave SE, North Bend, WA 98045.

B. Owner: Snoqualmie Valley School District, 8001 Silva Ave. SE, Snoqualmie, WA, 98065

1. Owner's Representative: Director of Operations, Snoqualmie Valley School District, Contact: Brandon L Klepper, 425-831 8005 | klepperb@svsd410.org.

C. Civil Engineer: Jacobson Consulting Engineers, 255 S King Street, Suite 800, Seattle WA 98104, Contact: Alan Jacobson 206-399-6233 | alan@jacobsonengineers.com or Sascha Eastman 206-293-9134 | sascha@jacobsonengineers.com

D. Civil Engineer's Consultants: Civil Engineer has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Landscape Architect:
FORA Landscape Architects, 1430 NE 65th Street, Seattle, WA 98115
Contact: Andy Rasmussen, 425-718-6145 | andy@fora.land

E. Owner's Consultants: The Snoqualmie Valley School District has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Electrical / Illumination Engineer:
TENW, 520 Kirkland Way, Suite 100, Kirkland, WA 98033
Contact: Amy Wasserman, 425-466-7072 | amy@tenw.com

F. Work Summary:

1. The project scope shall be as established by the project drawings, as specified for project administration (Divisions 00 & 01) and any particular material and/or installation specification requirements which accompany the drawing documents (Divisions 31 through 33) and addendums as issued prior to bid date.

2. Summary of Project Work includes (but is not limited to):
Parking Lot Expansion at Opstad Elementary School.

BOARD APPROVAL:	**May 21, 2026**
BID AWARD	**May 22, 2026**
CONDITIONAL NOTICE TO PROCEED:	**June 1, 2026**
***START CONSTRUCTION:**	**June 1, 2026**
*** Contingent on contractor providing required bonds and insurance to sign contract**	
SUBSTANTIAL COMPLETION:	**August 14, 2026**
FINAL COMPLETION:	**October 30, 2026**

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Construct a new parking lot, including improvements to the existing parking lot at Optstad Elementary School. Work also includes landscaping (groundcover, shrubs, trees, and irrigation), parking lot lighting, and new luminaires and mast arms on existing wood poles in the right-of-way.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

A. No phasing is expected at this time.

1.6 WORK BY OWNER

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

1. No work by Owner is anticipated at this time

1.7 OWNER-FURNISHED PRODUCTS

A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.

B. Owner-Furnished Products:

1. Site Sign near proposed south entry drive at Stilson Ave SE.

1.8 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to Area of work as indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to area of work.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.9 COORDINATION WITH OCCUPANTS

A. Full Occupancy: Owner will occupy school building and grounds during entire construction period until summer break. Cooperate with Owner during construction operations to minimize conflicts and facilitate owner and public usage. Perform the Work so as not to interfere with day-to-day operations.

1. Notify Owner not less than 48 hours in advance of unexpected activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Civil Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.10 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated.

1. Early Morning Hours, weekends, holidays: As indicated by City of North Bend Municipal code section 8.26.115 “Construction Noise”.

2. Hours for Utility Shutdowns: Verify with Owner.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Owner and Civil Engineer not less than fourteen days in advance of pre-planned utility interruptions and two days in advance of unplanned utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Restricted Substances: Use of tobacco products and other controlled substances within 25' of existing buildings and on Project site is not permitted.

F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

G. Employee Screening: Comply with Owner's requirements for screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.11 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and as shown on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

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

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

1.4 ACTION SUBMITTALS

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

   1. Substitution Request Form: Use facsimile of form provided in Project Manual.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

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

3. Civil Engineer's Action: If necessary, Civil Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Civil Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

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

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

1.7 SUBSTITUTIONS

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

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

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

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

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

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Civil Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Requirements:

1. Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Civil Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form: **"Civil Engineer's Supplemental Instructions."**

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Civil Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. **"Proposal Requests"** issued by Civil Engineer are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include costs of labor and supervision directly attributable to the change.
    d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Civil Engineer. This form is referred to as a **"Change Order Proposal"** by owner and Civil Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form provided by Owner or may use a standard form used by the Contractor as acceptable to the Civil Engineer and Owner.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Change Order Proposal, Civil Engineer will issue a **"Change Order"** for signatures of Owner and Contractor on form as determined from by the Civil Engineer.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Civil Engineer may issue a **"Construction Change Directive"** on form as determined from by the Civil Engineer and Owner. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule. Cost-loaded Critical Path Method Schedule may serve to satisfy requirements for the schedule of values.

1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to Civil Engineer and Owner at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Name of Civil Engineer.
   c. Civil Engineer's Project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site.
5. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
6. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
7. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
8. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
9. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
10. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Civil Engineer and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

   1. Submit draft copy of Application for Payment seven days prior to due date for review by Civil Engineer and Owner.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Civil Engineer and Owner will return incomplete applications without action.

   1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
   2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:
    a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Civil Engineer and Owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

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

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Sustainable design action plans, including preliminary project materials cost data.

6. Schedule of unit prices.
7. Submittal schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
12. Initial progress report.
13. Report of preconstruction conference.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After Civil Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706.
5. AIA Document G706A.
6. AIA Document G707.
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. RFIs.
4. Digital project management procedures.
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

1. Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.
4. Section 01 91 13 "General Commissioning Requirements" for coordinating the Work with Owner's Commissioning Authority.

1.3 DEFINITIONS

A. BIM: Building Information Modeling.

B. RFI: Request for Information. Request from Owner, Civil Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities, list

addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

8. Startup and adjustment of systems.

1.6 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

c. Indicate functional and spatial relationships of components of civil, landscape, and electrical/illumination systems.

d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.

e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.

f. Indicate required installation sequences.

g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Civil Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.

2. File Submittal Format: Submit or post coordination drawing files using PDF format.

3. Civil Engineer will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

a. Civil Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.

b. Digital Data Software Program: Drawings are available in AutoCad.

c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Civil Engineer.

C. Submittal Workflow/Routing: Basic workflow and routing of submittals shall be as follows:

1. From Sub-Contractor to General Contractor (as required).

2. From General Contractor to Civil Engineer.

3. If necessary, Civil Engineer to Sub-consultant and then response back to Civil Engineer.
4. Response from Civil Engineer back to General Contractor.
5. Response from General Contractor back to Sub-Contractor (if initially submitted by Sub-contractor).
6. Owner copied on all transfers within Online Project Management.

1.7 REQUEST FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Civil Engineer will return without response those RFIs submitted to Civil Engineer by other entities controlled by Contractor.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Civil Engineer and /or Construction Manager.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Civil Engineer.

1. Attachments shall be electronic files in PDF format.

D. Civil Engineer's Action: Civil Engineer will review each RFI, determine action required, and respond. Allow seven working days for Civil Engineer's response for each RFI. RFI's received by Civil Engineer after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:
    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Civil Engineer's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.
2. Civil Engineer's action may include a request for additional information, in which case Civil Engineer's time for response will date from time of receipt by Civil Engineer of additional information.
3. Civil Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order Proposal according to Section 01 26 00 "Contract Modification Procedures."
    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Civil Engineer and Owner in writing within ten days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of web-based Project software. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Civil Engineer.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Civil Engineer's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Civil Engineer within seven days if Contractor disagrees with response.

G. RFI Workflow/Routing: Basic workflow and routing of RFI's shall be as follows:

1. From Sub-Contractor to General Contractor (if initiated by Sub-contractor).
2. From General Contractor to Civil Engineer.
3. If necessary, Civil Engineer to Sub-consultant and then response back to Civil Engineer.

4. Response from Civil Engineer back to General Contractor.
5. Response from General Contractor back to Sub-Contractor (if initiated by Sub-contractor).
6. Owner copied on all transfers within Online Project Management.

1.8 DIGITAL PROJECT MANAGEMENT PROCEDURES

A. Use of Civil Engineer's Digital Data Files: Digital data files of Civil CAD drawings will be provided by Civil Engineer for Contractor's use during construction.

1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
2. Civil Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
3. Digital Drawing Software Program: Contract Drawings are available in AutoCad depending on the project.
4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Civil Engineer.

a. Subcontractors, and other parties granted access by Contractor to Civil Engineer's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Civil Engineer.

B. Web-Based Project Software: Use Owner's web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.

1. Web-based Project software site includes, at a minimum, the following features:

a. Compilation of Project data, including Contractor, subcontractors, Civil Engineer, Civil Engineer's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
c. Document workflow planning, allowing customization of workflow between project entities.
d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
e. Track status of each Project communication in real time, and log time and date when responses are provided.
f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
g. Processing and tracking of contract modifications.
h. Payment applications will be handled separately outside the Web-Based Project Software.
i. Creating and distributing meeting minutes.
j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
k. Management of construction progress photographs.

l. Mobile device compatibility, including smartphones and tablets.

2. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Civil Engineer. Provide data in locked format to prevent further changes.

C. PDF Document Preparation: Where PDFs are required to be submitted to Civil Engineer, prepare as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.9 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Civil Engineer of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Civil Engineer, within three days of the meeting.

B. Preconstruction Conference: Civil Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Civil Engineer, but no later than Thirty days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner**,** Construction Manager**,** Civil Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Responsibilities and personnel assignments.
b. Tentative construction schedule.
c. Phasing.
d. Critical work sequencing and long lead items.
e. Designation of key personnel and their duties.
f. Lines of communications.
g. Use of web-based Project software.
h. Procedures for processing field decisions and Change Orders.

i. Procedures for RFIs.
j. Procedures for testing and inspecting.
k. Procedures for processing Applications for Payment.
l. Distribution of the Contract Documents.
m. Submittal procedures.
n. Sustainable design requirements.
o. Preparation of Record Documents.
p. Use of the premises.
q. Work restrictions.
r. Working hours.
s. Owner's occupancy requirements.
t. Responsibility for temporary facilities and controls.
u. Procedures for moisture and mold control.
v. Procedures for disruptions and shutdowns.
w. Construction waste management and recycling.
x. Parking availability.
y. Office, work, and storage areas.
z. Equipment deliveries and priorities.
aa. First aid.
bb. Security.
cc. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Civil Engineer**,** Construction Manager, and Owner of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

a. Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases.
f. Deliveries.
g. Submittals.
h. Sustainable design requirements.
i. Review of mockups.
j. Possible conflicts.
k. Compatibility requirements.

l. Time schedules.
m. Weather limitations.
n. Manufacturer's written instructions.
o. Warranty requirements.
p. Compatibility of materials.
q. Acceptability of substrates.
r. Temporary facilities and controls.
s. Space and access limitations.
t. Regulations of authorities having jurisdiction.
u. Testing and inspecting requirements.
v. Installation procedures.
w. Coordination with other work.
x. Required performance results.
y. Protection of adjacent work.
z. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Civil Engineer, but no later than 90 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Construction Manager, Civil Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

a. Preparation of Record Documents.
b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
c. Procedures for completing and archiving web-based Project software site data files.
d. Submittal of written warranties.
e. Requirements for completing sustainable design documentation.
f. Requirements for preparing operations and maintenance data.
g. Requirements for delivery of material samples, attic stock, and spare parts.
h. Requirements for demonstration and training.
i. Preparation of Contractor's punch list.

j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
k. Submittal procedures.
l. Coordination of separate contracts.
m. Owner's partial occupancy requirements.
n. Installation of Owner's furniture, fixtures, and equipment.
o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at weekly intervals subject to adjustment.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner**,** Construction Manager**,** and Civil Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Status of sustainable design documentation.
5) Deliveries.
6) Off-site fabrication.
7) Access.
8) Site use.
9) Temporary facilities and controls.
10) Progress cleaning.
11) Quality and work standards.
12) Status of correction of deficient items.
13) Field observations.
14) Status of RFIs.
15) Status of Proposal Requests.

16) Pending changes.
17) Status of Change Orders.
18) Pending claims and disputes.
19) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

F. Coordination Meetings: Conduct Project coordination meetings at regular appropriate intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: In addition to representatives of Owner, Construction Manager, and Civil Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Resolution of BIM component conflicts.
4) Status of submittals.
5) Deliveries.
6) Off-site fabrication.
7) Access.
8) Site use.
9) Temporary facilities and controls.
10) Work hours.

11) Hazards and risks.
12) Progress cleaning.
13) Quality and work standards.
14) Status of RFIs.
15) Proposal Requests.
16) Change Orders.
17) Pending changes.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's Construction Schedule.
3. Construction schedule updating reports.
4. Daily construction reports.
5. Material location reports.
6. Site condition reports.
7. Unusual event reports.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF file.

B. Startup construction schedule.

1. Submittal of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.

C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.

E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
3. Total Float Report: List of activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

F. Construction Schedule Updating Reports: Submit with Applications for Payment.

G. Daily Construction Reports: Submit at weekly intervals.

H. Material Location Reports: Submit at weekly intervals.

I. Site Condition Reports: Submit at time of discovery of differing conditions.

J. Unusual Event Reports: Submit at time of unusual event.

K. Qualification Data: For scheduling consultant.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Civil Engineer's request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Review delivery dates for Owner-furnished products.
4. Review schedule for work of Owner's separate contracts.
5. Review submittal requirements and procedures.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for Project closeout and Owner startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate Contractor's Construction Schedule with the schedule of values submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

B. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Civil Engineer.

2. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
3. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Civil Engineer's administrative procedures necessary for certification of Substantial Completion.
5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
3. Work Restrictions: Show the effect of the following items on the schedule:
   a. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

   a. Subcontract awards.
   b. Submittals.
   c. Purchases.
   d. Mockups.
   e. Fabrication.
   f. Sample testing.
   g. Deliveries.
   h. Installation.
   i. Tests and inspections.
   j. Adjusting.
   k. Curing.

E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.

1. See Section 01 29 00 "Payment Procedures" for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and the Contract Time.

G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

I. Distribution: Distribute copies of approved schedule to Civil Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.8 STARTUP CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven days of date established for commencement of the Work.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

1.9 GANTT-CHART SCHEDULE REQUIREMENTS

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for commencement of the Work.

1. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.10 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Testing and inspection.
8. Accidents.
9. Meetings and significant decisions.
10. Unusual events.
11. Stoppages, delays, shortages, and losses.
12. Meter readings and similar recordings.
13. Emergency procedures.
14. Orders and requests of authorities having jurisdiction.
15. Change Orders received and implemented.
16. Construction Change Directives received and implemented.
17. Services connected and disconnected.
18. Equipment or system tests and startups.
19. Partial completions and occupancies.
20. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:

1. Material stored prior to previous report and remaining in storage.
2. Material stored prior to previous report and since removed from storage and installed.
3. Material stored following previous report and remaining in storage.

C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1. Submit unusual event reports directly to Owner within **one** day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Requirements:

1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
2. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.
3. Section 02 41 19 "Selective Demolition" for photographic documentation before selective demolition operations commence.

1.3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to web-based project software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in web-based project software site:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of Civil Engineer.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of location, vantage point, and direction.
g. Unique sequential identifier keyed to accompanying key plan.

1.4 QUALITY ASSURANCE

A. Construction Webcam Service Provider: A firm specializing in providing photographic equipment, web-based software, and related services for construction projects, with record of providing satisfactory services similar to those required for Project.

1.5 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with date, Project area and sequential numbering suffix.

1.6 CONSTRUCTION PHOTOGRAPHS

A. Photographer: Engage a qualified photographer to take construction photographs.

B. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

2. Retain "Preconstruction Photographs" Paragraph below if required to show preexisting conditions. Coordinate with pre-demolition photographs specified in and Section 31 10 00 "Site Clearing."

C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Civil Engineer.

1. Flag construction limits before taking construction photographs.
2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
3. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents. Civil Engineer will inform photographer of desired vantage points.

F. Additional Photographs: Civil Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.

1. Three days' notice will be given, where feasible.
2. In emergency situations, take additional photographs within 24 hours of request.
3. Circumstances that could require additional photographs include, but are not limited to, the following:

    a. Special events planned at Project site.
    b. Immediate follow-up when on-site events result in construction damage or losses.
    c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    d. Substantial Completion of a major phase or component of the Work.
    e. Extra record photographs at time of final acceptance.
    f. Owner's request for special publicity photographs.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 01 31 00 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Section 01 32 33 "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and final completion construction photographs.
5. Section 01 40 00 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
6. Section 01 77 00 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
7. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
9. Section 01 79 00 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Civil Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Civil Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Civil Engineer and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

    a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action; informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Civil Engineer's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled date of fabrication.
    i. Scheduled dates for installation.
    j. Activity or event number.

1.5 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Civil Engineer.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Category and type of submittal.
9. Submittal purpose and description.
10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.

11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

B. Options: Identify options requiring selection by Civil Engineer.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Civil Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Submittals for Web-Based Project Software: Prepare submittals as PDF files, or other format indicated by Project software website.

1.6 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Civil Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Civil Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Civil Engineer will

advise Contractor when a submittal being processed must be delayed for coordination.

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Civil Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Civil Engineer and to Civil Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Civil Engineer before being returned to Contractor.

    a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Civil Engineer.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Civil Engineer's action stamp.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Civil Engineer's action stamp.

1.7 SUBMITTAL REQUIREMENTS

A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

    a. Manufacturer's catalog cuts.
    b. Manufacturer's product specifications.
    c. Standard color charts.
    d. Statement of compliance with specified referenced standards.
    e. Testing by recognized testing agency.
    f. Application of testing agency labels and seals.
    g. Notation of coordination requirements.

h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams that show factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Civil Engineer's digital data drawing files is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
a. Three opaque copies of each submittal. Civil Engineer will retain two copies; remainder will be returned.

3. BIM Incorporation: Develop and incorporate Shop Drawing files into BIM established for Project.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

a. Project name and submittal number.
b. Generic description of Sample.
c. Product name and name of manufacturer.
d. Sample source.
e. Number and title of applicable Specification Section.
f. Specification paragraph number and generic name of each item.

3. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Civil Engineer will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Civil Engineer will retain two Sample sets; remainder will be returned.

        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Civil Engineers and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by

a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

   a. Name of evaluation organization.
   b. Date of evaluation.
   c. Time period when report is in effect.
   d. Product and manufacturers' names.
   e. Description of product.
   f. Test procedures and results.
   g. Limitations of use.

1.8 CONTRACTOR'S REVIEW

A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Civil Engineer.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

   1. Civil Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 CIVIL ENGINEER'S REVIEW

A. Action Submittals: Civil Engineer will review each submittal, indicate corrections or revisions required**,** and return it.

   1. Submittals by Web-Based Project Software: Civil Engineer will indicate, through Project software website, the appropriate action.

      a. Actions taken by indication through the Project software website have the following meanings:
         1) Final Unrestricted Release: Where submittals are marked “Reviewed, No Exceptions,” that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
         2) Final-But-Restricted Release: When submittals are marked “Reviewed, Exceptions as Noted,” that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3) Returned for Resubmittal: When submittal is marked “Reviewed, Revise and Submit,” do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
   a) Do not permit submittals marked “Reviewed, Revise and Resubmit” to be used at the Project Site or elsewhere where Work is in progress.
4) Returned for Resubmittal: When submittal is marked “Submit Specified Item,” do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
   a) Do not permit submittals marked “Submit Specified Item” to be used at the Project Site or elsewhere where Work is in progress.
5) Returned for Resubmittal: When submittal is marked “Rejected,” do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise and prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
   a. Do not permit submittals marked “Rejected” to be used at the Project Site or elsewhere where Work is in progress.

B. Informational Submittals: Civil Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Civil Engineer will forward each submittal to appropriate party.

C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Civil Engineer.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Civil Engineer will return without review, submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Civil Engineer without action.

G. PRODUCTS (Not Used)

H. EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Civil Engineer, Owner or authorities having jurisdiction are not limited by provisions of this Section.
4. Specific test and inspection requirements are not specified in this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Civil Engineer.

1.4 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Civil Engineer for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Civil Engineer for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.6 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspection.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.8 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
2. Payment for these services will be made from testing and inspection allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform quality-control services.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Civil Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Civil Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform duties of Contractor.

E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."

F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of

Installer activities, inspection of completed portions of the Work, and submittal of written reports.

G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. Geotech (compaction, subgrade, infiltration/bioretention): Associated Earth Sciences, Inc.

B. Concrete, Asphalt, and other items requiring 3rd party testing: Mayes Testing Engineers, Inc.

3.2 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Civil Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Civil Engineer's reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Civil Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Civil Engineer's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Civil Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Civil Engineer Manufacturers Association; www.amanet.org.
3. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
4. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
5. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
6. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org
7. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
8. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
9. AF&PA - American Forest & Paper Association; www.afandpa.org.
10. AGA - American Gas Association; www.aga.org.
11. AI - Asphalt Institute; www.asphaltinstitute.org.
12. AIA - American Institute of Civil Engineers (The); www.aia.org.
13. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
14. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
15. ANSI - American National Standards Institute; www.ansi.org.
16. APA - Civil Engineer Precast Association; www.archprecast.org.
17. API - American Petroleum Institute; www.api.org.
18. ASCE - American Society of Civil Engineers; www.asce.org.
19. ASTM - ASTM International; www.astm.org.
20. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
21. AWWA - American Water Works Association; www.awwa.org.
22. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
23. BICSI - BICSI, Inc.; www.bicsi.org.
24. CDA - Copper Development Association; www.copper.org.

25. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
26. CSI - Construction Specifications Institute (The); www.csinet.org.
27. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
28. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org .
29. FM Approvals - FM Approvals LLC; www.fmglobal.com.
30. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
31. FSC - Forest Stewardship Council U.S.; www.fscus.org.
32. GS - Green Seal; www.greenseal.org.
33. IAS - International Accreditation Service; www.iasonline.org.
34. IAS - International Approval Services; (See CSA).
35. ICC - International Code Council; www.iccsafe.org.
36. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
37. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
38. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
39. IEC - International Electrotechnical Commission; www.iec.ch.
40. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
41. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
42. IESNA - Illuminating Engineering Society of North America; (See IES).
43. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
44. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
45. ISO - International Organization for Standardization; www.iso.org.
46. ITU - International Telecommunication Union; www.itu.int/home.
47. LPI - Lightning Protection Institute; www.lightning.org.
48. MHIA - Material Handling Industry of America; www.mhia.org.
49. MPI - Master Painters Institute; www.paintinfo.com.
50. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
51. NEBB - National Environmental Balancing Bureau; www.nebb.org.
52. NECA - National Electrical Contractors Association; www.necanet.org.
53. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
54. NEMA - National Electrical Manufacturers Association; www.nema.org.
55. NETA - International Electrical Testing Association; www.netaworld.org.
56. NFPA - National Fire Protection Association; www.nfpa.org.
57. NFPA - NFPA International; (See NFPA).
58. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
59. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
60. NSF - NSF International; www.nsf.org.
61. NSPE - National Society of Professional Engineers; www.nspe.org.
62. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
63. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
64. PDI - Plumbing & Drainage Institute; www.pdionline.org.
65. SAE - SAE International; www.sae.org.
66. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
67. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
68. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
69. UL - Underwriters Laboratories Inc.; http://www.ul.com.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
   1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
   2. ICC - International Code Council; www.iccsafe.org.
   3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
   1. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
   2. EPA - Environmental Protection Agency; www.epa.gov.
   3. FG - Federal Government Publications; www.gpo.gov/fdsys.
   4. GSA - General Services Administration; www.gsa.gov.
   5. OSHA - Occupational Safety & Health Administration; www.osha.gov.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

   1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

109. MBMA - Metal Building Manufacturers Association; www.mbma.com.
110. MCA - Metal Construction Association; www.metalconstruction.org.
111. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
112. MHIA - Material Handling Industry of America; www.mhia.org.
113. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
114. MPI - Master Painters Institute; www.paintinfo.com.
115. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
116. NAAMM - National Association of Civil Engineerural Metal Manufacturers; www.naamm.org.
117. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
118. NADCA - National Air Duct Cleaners Association; www.nadca.com.
119. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
120. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
121. NBI - New Buildings Institute; www.newbuildings.org.
122. NCMA - National Concrete Masonry Association; www.ncma.org.
123. NEBB - National Environmental Balancing Bureau; www.nebb.org.
124. NECA - National Electrical Contractors Association; www.necanet.org.
125. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
126. NEMA - National Electrical Manufacturers Association; www.nema.org.
127. NETA - InterNational Electrical Testing Association; www.netaworld.org.
128. NFPA - National Fire Protection Association; www.nfpa.org.
129. NFPA - NFPA International; (See NFPA).
130. NFRC - National Fenestration Rating Council; www.nfrc.org.
131. NHLA - National Hardwood Lumber Association; www.nhla.com.
132. NLGA - National Lumber Grades Authority; www.nlga.org.
133. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
134. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
135. NRCA - National Roofing Contractors Association; www.nrca.net.
136. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
137. NSF - NSF International; www.nsf.org.
138. NSPE - National Society of Professional Engineers; www.nspe.org.
139. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
140. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
141. NWFA - National Wood Flooring Association; www.nwfa.org.
142. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
143. PDI - Plumbing & Drainage Institute; www.pdionline.org.
144. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); http://www.plasa.org.
145. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
146. RFCI - Resilient Floor Covering Institute; www.rfci.com.
147. RIS - Redwood Inspection Service; www.redwoodinspection.com.
148. SAE - SAE International; www.sae.org.
149. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
150. SDI - Steel Deck Institute; www.sdi.org.
151. SDI - Steel Door Institute; www.steeldoor.org.
152. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).

153. SIA - Security Industry Association; www.siaonline.org.
154. SJI - Steel Joist Institute; www.steeljoist.org.
155. SMA - Screen Manufacturers Association; www.smainfo.org.
156. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
157. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
158. SPIB - Southern Pine Inspection Bureau; www.spib.org.
159. SPRI - Single Ply Roofing Industry; www.spri.org.
160. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
161. SSINA - Specialty Steel Industry of North America; www.ssina.com.
162. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
163. STI - Steel Tank Institute; www.steeltank.com.
164. SWI - Steel Window Institute; www.steelwindows.com.
165. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
166. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
167. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
168. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
169. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
170. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
171. TMS - The Masonry Society; www.masonrysociety.org.
172. TPI - Truss Plate Institute; www.tpinst.org.
173. TRI - Tile Roofing Institute; www.tileroofing.org.
174. UL - Underwriters Laboratories Inc.; http://www.ul.com.
175. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
176. USGBC - U.S. Green Building Council; www.usgbc.org.
177. WA - Wallcoverings Association; www.wallcoverings.org
178. WASTEC - Waste Equipment Technology Association; www.wastec.org.
179. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
180. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
181. WDMA - Window & Door Manufacturers Association; www.wdma.com.
182. WI - Woodwork Institute; www.wicnet.org.
183. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
184. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
   1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
   2. ICC - International Code Council; www.iccsafe.org.
   3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

   1. COE - Army Corps of Engineers; www.usace.army.mil.

2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Civil Engineerural & Transportation Barriers Compliance Board; (See USAB).

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of

the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.
2. Section 31 20 00 "Earth Moving" for disposal of ground water at Project site.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Civil Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.

C. Water Service: Pay water-service use charges for water used by all entities for construction operations.

D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.

C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.

1.5 QUALITY ASSURANCE

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

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.

B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

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

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

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

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

1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service overhead unless otherwise indicated.

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

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install Wi-Fi cell phone access equipment for each field office.

I. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Civil Engineer and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:

1. Processor: Intel Core i5 or i7.
2. Memory: 4 gigabyte.
3. Disk Storage: 500 gigabyte hard-disk drive and combination DVD-RW/CD-RW drive.
4. Display: 24-inch LCD monitor with 256-Mb dedicated video RAM.
5. Full-size keyboard and mouse.
6. Network Connectivity: 10/100BaseT Ethernet.
7. Operating System: latest Microsoft Windows.
8. Productivity Software:

    a. Microsoft Office Professional, 2010 or higher, including Word, Excel, and Outlook.
    b. Adobe Reader 11.0 or higher.
    c. WinZip 7.0 or higher.

9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
10. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 1.0 Mbps upload and 15 Mbps download speeds at each computer.
11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
12. Backup: External hard drive, minimum 2 terabyte, with automated backup software providing daily backups.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Civil Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 31 20 00 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proof rolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 32 12 16 "Asphalt Paving."

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Provide temporary parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

    a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touch up signs so they are legible at all times.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."

H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

J. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

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

1. Comply with work restrictions specified in Section 01 10 00 "Summary."

B. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent, and requirements specified in Section 31 10 00 "Site Clearing."

C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: Comply with requirements specified in Section 01 56 39 "Temporary Tree and Plant Protection."

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.

G. Site Enclosure Fence: Before construction operations begin] [Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations].
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

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

J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed, and permanent enclosure is incomplete, insulate temporary enclosures.

L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
3. Indicate methods to be used to avoid trapping water in finished work.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.

3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard and replace stored or installed material that begins to grow mold.
7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:

1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

    a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
    b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Civil Engineer.
    c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.7 OPERATION, TERMINATION, AND REMOVAL

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

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Perform operations required to verify tree protection status, protect and maintain trees and tree protection elements that are in place at the beginning of the contract. Work includes:
    a. Tagging of existing trees to be protected.
    b. Protection of existing trees.
    c. Maintenance of installed tree protection elements.
    d. Pruning of existing trees to be protected.
2. Related Sections:
    a. Section 01 50 00 - Temporary Facilities and Controls
    b. Section 31 10 00 - Site Preparation
    c. Section 31 22 00 - Earthwork

1.3 DEFINITIONS

A. The Critical Root Zone (CRZ) of a tree is described as an area equal to 1-foot radius for every inch diameter of a tree at breast height.

1.4 ACTION SUBMITTALS

A. Submit in accordance with Sections 013310, Submittal Procedures, 013323, Shop Drawings, Product Data and Samples, and the following:

1. Schedule and Work Plan: Submit detailed schedule and work plan for each part of the work.
2. Product Data: For each type of product indicated.
3. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Civil Engineers and owners, and other specified information.
4. Damage to Existing Features: It shall be the Contractor’s responsibility to inform the Owner in writing of any existing plant material that is damaged. Failure to take this precaution shall make the Contractor liable for replacement at his own expense.
5. Certification: From a qualified arborist that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

6. Maintenance Recommendations: From a qualified arborist for care and protection of trees affected by construction during and after completing the Work.

1.5 QUALITY ASSURANCE

A. Tree Protection Limits: Areas requiring tree protection, as indicated on the plans, or within the Critical Root Zone (CRZ).

1. Notify the Owner before undertaking any work within tree protection limits. Owner may elect to have arborist work within tree protection area completed by Owner.
2. Flagging of Existing Trees: Flag trees to remain with a bright colored ribbon. Notify the Owner to verify all trees that are flagged.
3. Preinstallation Conference: Before starting tree protection and trimming, meet with Owner, and other concerned entities. Review tree protection and trimming procedures and responsibilities.

B. Tree Service Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site on a full-time basis during execution of the Work.

C. Arborist Qualifications: An arborist certified by the International Society of Arboriculture or licensed in the jurisdiction where Project is located.

D. Tree Pruning Standards: Comply with ANSI A300, "Trees, Shrubs, and Other Woody Plant Maintenance--Standard Practices," unless more stringent requirements are indicated.

PART 2 - PRODUCTS

2.1 TREE PROTECTION FENCING

A. Standard Fencing:

1. Chain link fence materials including posts, braces, and mesh may be salvaged materials from site or other used material to form a 6-foot high enclosure.
2. Posts: Minimum 1-1/2” steel pipe.
3. Mesh: 2” x 2” x 11 ga. min. chain link fabric.

2.2 MISCELLANEOUS MATERIALS

A. Water used for tree watering shall be potable water supplied by the Contractor.

PART 3 - EXECUTION

3.1 PREPARATION

A. Flagging of Existing Trees: Flag trees to remain with a bright colored ribbon. Notify the Owner at least 48 hours prior to commencing of work to verify all trees that are flagged.

B. Temporary Fencing: Install temporary fencing located as indicated or outside the drip line of trees to protect remaining vegetation from construction damage. Install fencing before site preparation, grading, clearing, and grubbing operations.

C. Restrict foot and vehicular traffic over root zone to prevent excessive compaction of soil.

D. Protect tree root systems from damage due to noxious materials caused by runoff or spillage while mixing, placing, or storing construction materials. Protect root systems from flooding, eroding, or excessive wetting caused by dewatering operations.

E. Do not store construction materials, debris, or excavated material within the drip line of remaining trees. Do not permit vehicles or foot traffic within the drip line; prevent soil compaction over root systems.

3.2 EXCAVATION

A. Install shoring or other protective support systems to minimize sloping or benching of excavations.

B. Do not excavate within root zone of trees, unless otherwise indicated.

C. Where excavation for new construction is required within root zone of trees, hand clear and excavate to minimize damage to root systems. The root protection zone is assumed to be the same as the critical root zone. Use narrow-tine spading forks and comb soil to expose roots.

1. Relocate roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and relocate them without breaking. Do not cut main lateral roots or tap roots. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately 3 inches back from new construction. The Contractor shall notify the Owner prior to cutting roots over 6” in diameter. Roots up to and including 3/4” shall be cut by hand pruners. Roots above 3/4” shall be cut by hand saws.
2. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

D. Where utility trenches are required within drip line of trees, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3 TREE PRUNING

A. Owner to approve any removal of branches from existing trees. Contractor to request any removal of branches in writing at least two weeks before the planned work. In general, branches of existing trees are to be preserved and protected.

B. In the event that the Owner approves removal of branches by Contractor, the Contractor shall engage a qualified tree surgeon to remove branches from trees.

C. Prune remaining trees to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by qualified arborist.

D. Pruning Standards: Prune trees according to ANSI A300.

E. Cut branches with sharp pruning instruments; do not break or chop.

F. Chip branches removed from trees. Spread chips where indicated or as directed by Civil Engineer.

3.4 TREE REPAIR AND REPLACEMENT

A. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to written instructions of the qualified arborist.

B. Remove and replace dead and damaged trees that the qualified arborist determines to be incapable of restoring to a normal growth pattern.

1. Provide new trees of the same size and species as those being replaced; plant and maintain as specified.

C. Remove any damaged and destroyed trees from the site. Grub stumps and repair the ground surface. All costs shall be borne by the Contractor.

3.5 DISPOSAL OF WASTE MATERIALS

A. Burning is not permitted.

B. Revise below when disposal of some or all materials to designated site storage areas is permitted.

C. Concrete: Disposal: Remove excess excavated material, displaced trees, and excess chips from Owner's property.

END OF SECTION

DOCUMENT 01 56 39 – APPENDIX A

Following this page, See report:

"V6.2, ARBORIST REPORT" for Opstad Elementary North Bend dated April 10, 2026; completed by Seattle Tree Consulting.



3907 AURORA AVE N, SEATTLE WA 98103
April 10, 2026

Opstad Elementary Representative
Brandon Klepper
8001 Silva Ave SE | Snoqualmie, WA
klepperb@svsd410.org

Dear Brandon,

Thank you for contracting with us to assess the trees and provide the following report. During our field investigation of the trees located at 1345 Stilson Ave SE, North Bend, WA, we identified 89 onsite trees 13 offsite trees and 1 right-of-way (ROW) tree, all regulated by the City of North Bend. This report outlines our observations and recommendations in relation to the proposed transit and parking area. You may submit it to the permitting office as part of your permit application.

Please contact me if you have any questions or need further information.

Respectfully submitted,

Douglas Smith

Douglas Smith
ISA Board Certified Master Arborist PN 6116-B
Tree Risk Assessment Qualified (TRAQ)
(206)457-5706
doug@seattletreeconsulting.com

Pre-construction Arborist Report

Prepared for Opstad Elementary in N. Bend

Prepared by:

John Wells with Douglas Smith
ISA Board Certified Master Arborist PN 6116-B
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Table of contents

Report narrative 4

Site information *4*

Introduction and assignment *4*

Observation and discussion *4*

Code considerations *6*

Conclusions *6*

Recommendations *6*

Resources *7*

Tree Inventory Table 9

Tree Protection Requirements 15

Tree protection zone (TPZ) and inner tree protection zone (ITPZ) 16

Tree retention plan 17

King County Parcel Data and Aerial View from 2023 18

Site Photos from 03/24/2025 21

Assumptions and Limiting Conditions 31

Addendum A: KC Parcel Report 32

Addendum B: City of North Bend CAO map 34

Report narrative

Site information
Address: 1345 Stilson Ave SE, North Bend, WA
KC parcels: 152308-9110 and 152308-9156
Parcel size: 43,500 (9110) and 677,910 (9156)
Zoning: LDR (9110) and POSPF (9156)
Site visit date: 03/24/2025
Time of site visit: 10 am

Introduction and assignment
This arborist report is provided for the purpose of permitting for modifications of both parcels to create additional parking and traffic flow to and from the Opstad Elementary school building. Customer would like to redevelop a residential property and integrate it into the parking area and traffic flow for the elementary school. Part of the existing elementary school parking lot will also be reconfigured to integrate the proposed changes. Due to the size of the lots, we took tree data only on the areas affected by the changes surrounding the existing and proposed parking areas.

All onsite and right of way (ROW) trees have been tagged with numbered metal tree tags that correspond to the numbers in this report and the site map. Offsite trees, if any, are not tagged and are located on the site map using letters instead of numbers to distinguish them. A **site plan** has been provided showing tree locations and proposed TPZ fencing marked with red lines.

Observation and discussion
Site observations: Parcel 9110 is a one acre lot in North Bend adjacent to the school with no buildings on it. Parcel 9156 is the existing school lot. Both parcels are located within the Category II critical aquifer recharge zone, and no other known ECAs based on the City of North Bend CAO maps. See **Addendum A** for KC parcel report and CAO map. Both sites are relatively flat. 9110 is a mostly open grassy lot with perimeter trees. The tree canopy is comprised of mostly native conifers with a few deciduous trees. Most of the trees on the lot are proposed for removal, with the exception of 2 trees on the East boundary of 9110.

Onsite tree observations for 9110: Stand quality is fair to good, with predominantly native Douglas fir *(Pseudotsuga menziesii)*. There are two groves, one each in SE and SW corners. There are 15 exceptional trees and 1 will be retained.

A special exemption will be needed to remove 14 “exceptional” trees. The exemption is needed in order to fulfill the needs of the school parking area and to improve traffic flow during peak hours on the nearby streets.

ROW tree observations for 9110: Douglas fir 4837 is the only right-of-way tree, located on Stilson Ave SE and will not be preserved.

Offsite tree observations for 9110: Trees A-G are found along the S neighbor’s property boundary. The new design will adversely impact the structural root zone of the onsite trees adjacent to trees A-G and they must be removed. The prevailing winds are from the S-SW and removing the onsite trees from this area, which is North of adjacent trees, will not affect windthrow potential due to prevailing winds. The likelihood of windthrow potential of offsite trees remains *Unlikely*.

Onsite tree observations for parcel 9156:
This lot has ample retained tree credits, with over 600” in diameter of retained trees just in the mapped area and not including other areas of the school grounds that will not be impacted by the development. There are 6 exceptional trees in the mapped area of this parcel, and 2 will be removed.

Two parking area island trees will be removed, Sweetgum (*Liquidambar styraciflua*) 4911 and 4902. Trees on the East edge of parcel 9156 will all be removed including 9876-9895 to make room for traffic flow and drainage systems.

Offsite tree observations for parcel 9156: Trees H-0 on the S edge of 9156 parking area will not be impacted. There is a buffer of laurel hedges that will help protect these trees and there is no known work that will impact the inner tree protection zones of these trees.

Code considerations

Significant trees in N Bend: Evergreen 15” DSH and larger, Deciduous 12” DSH and larger
19.10.020 Exceptional trees as designated by city arborist include native trees over 30” DSH, WRC and Grand Fir at 24” DSH.
Minimum tree retention for both lots is .5 credits per 1000SF. This site area combined has 152,555/1000 x .5 = 76.25 credits required. Retained trees must be protected within a tree protection zone (TPZ) in order to protect the critical root zone of each tree. See **Tree Table** for retained tree credit calculations and designated TPZ radii and **TPZ description and requirements.**

Table 19.10.092-2

Tree Density Credits for Existing Trees or Planted Trees

DBH	Tree Credits
Planted 8' Conifer*, or 2" cal. Deciduous	1
4" – < 8"	1
8" – < 12"	2
12" – < 24"	4
24" or >	6
Exceptional Tree	1.5 x Tree Credit above
*No arborvitae or similar	

Table 19.10.092-1

Required Minimum Tree Credits

Land Use Type	Intensity	Required Minimum Tree Credits per 1,000 square feet
Single-Family *If lots are less than 7,500 sf and/or the proposal is a short subdivision in the DC or CR zone the required credit may be reduced in half.	Low/Moderate	1
Multifamily	Moderate	.75
Industrial	High	.5
Commercial		
Public Facilities		
Downtown Commercial	High	.25

Conclusions

This project has a tree retention plan that retains 147 tree credits and exceeds the minimum tree credit requirement of 76.25 credits.
A special exemption is needed to remove “exceptional trees” from both sites. It is our understanding that the exceptional trees must be removed to install required parking, traffic flow and drainage infrastructure for the school.
All retained trees must be protected with fencing and 6” of arborist chips (not touching the bark of the trees) distributed evenly throughout the TPZ per the tree table enclosed. Use the Seattle method allowing not more than 35% disturbance to the outer tree protection area (inside TPZ and outside the ITPZ). See **pages 15 and 16**.
***An arborist must be present for excavation inside the TPZ of retained trees.**
***Air excavation at the limit of disturbance is recommended to prevent sideways pulling and fracturing of roots inside the ITPZ.** See **Addendum C** for more details.

Recommendations

1) Do not remove or relocate any trees over 6” diameter without a permit.
2) Retain and protect existing onsite and offsite trees to maximize ecosystem services and home value. As a general rule, we recommend retaining all trees with condition 4 or better unless development plans preclude retention. Trees with condition 2 and lower should be removed and replaced with more vigorous species/specimen. Trees with

condition 3 may require removal based on other factors, or should have mulch (4-6” of arborist chips) and deep irrigation monthly during the dry season, which has been shown to improve such trees to condition 4 or better.

3) **Update the site plan to show all current trees and their TPZ’s per our inventory.** Place an X over all trees that will be removed. Confirm and ensure that there will be no disturbance to inner TPZ of retained trees.
4) Designate staging and access paths on your site plan that avoid TPZs of existing and future trees. Use existing paved areas for staging materials in order to minimize impact to the critical root zones (CRZs).
5) **Include tree protection requirements on all site-related construction documents**. Root damage or soil compaction within the TPZ may cause irreparable harm to trees whose root zones are in the path of construction, staging and access areas.
6) Create a planting plan to show future planting including quantity, location, caliper, genus and species of new trees.
7) Any clearance pruning must be provided by a registered tree service provider (TSP) to ANSI A300 tree pruning standards.
8) Notify landscape planner and installer not to disturb soils within the TPZ of any tree using a rototiller or with other mechanical soil turning tool. This can destroy a large volume of feeder roots and harm the tree. When placing new plants, do not remove roots larger that 1” and adjust planting locations around larger roots. Adding soils above the tree roots can smother the roots, however adding mulch (especially arborist chips) up to 6” can augment soil quality, aeration, and water retention, benefitting the tree’s roots.
9) Remove all invasive vegetation and roots thereof including English holly, English laurel, English ivy and Himalayan blackberry.

Thank you and please reach out if you have any questions.
Douglas Smith

Resources

Tree protection guidebook: https://www.dnr.wa.gov/Publications/rp_urban_treeprtctnguidbk.pdf
Tree risk assessment: https://wwv.isa-arbor.com/education/resources/educ_Portal_Risk_AN.pdf
Arborist chips / wood chip mulch: https://s3.wp.wsu.edu/uploads/sites/403/2015/03/wood-chips.pdf
Chip drop for free wood chips: https://getchipdrop.com
ISA architectural planting details full content: https://wwv.isa-arbor.com/education/onlineresources/cadplanningspecifications#Irrigation
Planting on level ground: https://wwv.isa-arbor.com/education/onlineresources/cad/drawings/Planting/L_tree%20planting_24inch%20to%2036inch%20box_single%20berm_modified_D.pdf

Planting on a slope: https://wwv.isa-arbor.com/education/onlineresources/cad/drawings/Planting/L_tree%20planting_24inch%20to%2036inch%20box_slope_unmodified_D.pdf
Director's Rule 7-2023 Tree tier designations: https://www.seattle.gov/dpd/codes/dr/7-2023.pdf

Tree Inventory Table

V6.2 Tree Inventory Table for Opstad Elementary School, 1345 Stilson Ave SE, North Bend, WA 3/24/2025

Tree #	Common name	Species	Multistem DSH	DSH	DLR	CRZ	ICRZ	Viability	Cond	Retain	TPZ	ITPZ	Credits	NOTES
Lot 9110														
4834	Douglas fir	*Pseudotsuga menziesii*		32	26	32	16	Viable	4	Yes	29.0	14.5	9.0	Exceptional, Clearance pruned
4835	Scots pine	*Pinus sylvestris*		24	25	24	12	Viable	4	Yes	24.5	12.3	9.0	One sided
4836	Leyland cypress	*X Hesperotropsis leylandii*		36	23	36	18	Viable	4	No	29.5	14.8		
4838	Purple leaf plum	*Prunus cerasifera*		14	7	14	7	Viable	4	No	10.5	5.3		
4839	Bitter cherry	*Prunus emarginata*		15	11	15	7.5	Marginal	3	No	13.0	6.5		
4840	Bitter cherry	*Prunus emarginata*	8.5,11	13.9	12	13.9	6.95	Marginal	3	No	13.0	6.5		
4842	Douglas fir	*Pseudotsuga menziesii*		29	20	29	14.5	Viable	4	No	24.5	12.3		Exceptional. Included bark 5’
4843	Western red cedar	*Thuja plicata*		35.5	23	35.5	17.75	Viable	4	No	29.3	14.6		Exceptional
4844	Douglas fir	*Pseudotsuga menziesii*		18.5	18	18.5	9.25	Viable	4	No	18.3	9.1		
4846	Hinoki	*Chamaecyparis obtusa*		22	16	22	11	Viable	5	No	19.0	9.5		
4848	Western red cedar	*Thuja plicata*		48	22	48	24	Viable	4	No	35.0	17.5		Exceptional, Diameter taken at the narrowest point below junction
4849	Douglas fir	*Pseudotsuga menziesii*		34	26	34	17	Viable	4	No	30.0	15.0		Exceptional
4850	Douglas fir	*Pseudotsuga menziesii*		35	24	35	17.5	Viable	4	No	29.5	14.8		Exceptional
4851	Douglas fir	*Pseudotsuga menziesii*		34	28	34	17	Viable	4	No	31.0	15.5		Exceptional
4857	Douglas fir	*Pseudotsuga menziesii*		15.5	20	15.5	7.75	Viable	4	No	17.8	8.9		
4858	Douglas fir	*Pseudotsuga menziesii*	15,37	39.9	25	39.9	19.95	Viable	5	No	32.5	16.2		Exceptional

Tree #	Common name	Species	Multistem DSH	DSH	DLR	CRZ	ICRZ	Viability	Cond	Retain	TPZ	ITPZ	Credits	NOTES
4860	Bitter cherry	*Prunus emarginata*		15	20	15	7.5	Viable	4	No	17.5	8.8		
4862	Bitter cherry	*Prunus emarginata*	10.5,13	16.7	12	16.7	8.35	Viable	4	No	14.4	7.2		
4864	Douglas fir	*Pseudotsuga menziesii*		36	20	36	18	Viable	5	No	28.0	14.0		Exceptional
4865	Douglas fir	*Pseudotsuga menziesii*		37	18	37	18.5	Viable	4	No	27.5	13.8		Ivy, Exceptional
4866	Maple	*Acer sp.*		15	23	15	7.5	Viable	4	No	19.0	9.5		
4869	Bitter cherry	*Prunus emarginata*		13	13	13	6.5	Viable	4	No	13.0	6.5		
4870	Douglas fir	*Pseudotsuga menziesii*		37	22	37	18.5	Marginal	3	No	29.5	14.8		
4873	Western red cedar	*Thuja plicata*	29,32,18	46.8	19	46.8	23.4	Viable	4	No	32.9	16.5		Exceptional
4874	Douglas fir	*Pseudotsuga menziesii*		24	20	24	12	Viable	5	No	22.0	11.0		
Lot 9156						0	0							
4876	Bitter cherry	*Prunus emarginata*		13	14	13	6.5	Viable	4	No	13.5	6.8		
4878	Douglas fir	*Pseudotsuga menziesii*		52.5	30	52.5	26.25	Viable	5	No	41.3	20.6		Exceptional
4879	Bitter cherry	*Prunus emarginata*	22,13	25.6	29	25.6	12.8	Viable	5	No	27.3	13.7		
4881	Douglas fir	*Pseudotsuga menziesii*		43	26	43	21.5	Viable	5	No	34.5	17.3		Ivy, Exceptional
4883	Bitter cherry	*Prunus emarginata*		13	16	13	6.5	Viable	4	No	14.5	7.3		Ivy
4889	Douglas fir	*Pseudotsuga menziesii*		22	16	22	11	Viable	4	No	19.0	9.5		
4892	Bitter cherry	*Prunus emarginata*	9,9.5	13.1	14	13.1	6.55	Viable	4	No	13.6	6.8		
4893	Bitter cherry	*Prunus emarginata*	10.5,7	12.6	16	12.6	6.3	Viable	4	No	14.3	7.2		
4896	Sweet gum	*Liquidambar styraciflua*		16.5	9	16.5	8.25	Viable	4	Yes	12.8	6.4	4.0	
4897	Sweet gum	*Liquidambar styraciflua*		23	20	23	11.5	Viable	4	Yes	21.5	10.8	4.0	
4898	Sweet gum	*Liquidambar styraciflua*		22	15	22	11	Viable	4	Yes	18.5	9.3	4.0	

Tree #	Common name	Species	Multistem DSH	DSH	DLR	CRZ	ICRZ	Viability	Cond	Retain	TPZ	ITPZ	Credits	NOTES
4899	Sweet gum	*Liquidambar styraciflua*		16	15	16	8	Viable	4	Yes	15.5	7.8	4.0	
4900	Sweet gum	*Liquidambar styraciflua*		16	12	16	8	Viable	4	Yes	14.0	7.0	4.0	
4901	Sweet gum	*Liquidambar styraciflua*		15	13	15	7.5	Viable	4	Yes	14.0	7.0	4.0	
4902	Sweet gum	*Liquidambar styraciflua*		18	12	18	9	Viable	4	No	15.0	7.5		
4903	Cherry	*Prunus sp*		19	15	19	9.5	Viable	4	Yes	17.0	8.5	4.0	
4904	Big leaf maple	*Acer macrophyllum*		15	16	15	7.5	Viable	4	Yes	15.5	7.8	4.0	
4905	Pine	*Pinus sp*		15	10	15	7.5	Viable	4	Yes	12.5	6.3	4.0	
4906	Western red cedar	*Thuja plicata*		15	15	15	7.5	Viable	4	Yes	15.0	7.5	6.0	
4908	Western red cedar	*Thuja plicata*		19	14	19	9.5	Viable	4	Yes	16.5	8.3	6.0	
4909	Sweet gum	*Liquidambar styraciflua*		22	15	22	11	Viable	4	Yes	18.5	9.3	4.0	
4910	Sweet gum	*Liquidambar styraciflua*		18	13	18	9	Viable	4	Yes	15.5	7.8	4.0	
4911	Sweet gum	*Liquidambar styraciflua*		23.5	16	23.5	11.75	Viable	4	No	19.8	9.9		
4912	Sweet gum	*Liquidambar styraciflua*		19.5	15	19.5	9.75	Viable	4	Yes	17.3	8.6	4.0	
4913	Douglas fir	*Pseudotsuga menziesii*		40.5	24	40.5	20.25	Viable	5	Yes	32.3	16.1	9.0	Exceptional
4915	Douglas fir	*Pseudotsuga menziesii*		33	20	33	16.5	Viable	4	Yes	26.5	13.3	9.0	Exceptional
4916	Douglas fir	*Pseudotsuga menziesii*		39	25	39	19.5	Viable	4	Yes	32.0	16.0	9.0	Exceptional. Likely has some internal decay, however it has good response wood at root flare
4917	Western red cedar	*Thuja plicata*		31	15	31	15.5	Viable	4	Yes	23.0	11.5	9.0	Exceptional
4918	Big leaf maple	*Acer macrophyllum*	9.5,7,8,8.5 ,8.5	18.6	19	18.6	9.3	Viable	4	Yes	18.8	9.4	4.0	
4920	Bitter cherry	*Prunus emarginata*	10,12,12	21.5	12	21.5	10.75	Viable	4	Yes	16.8	8.4	4.0	

Tree #	Common name	Species	Multistem DSH	DSH	DLR	CRZ	ICRZ	Viability	Cond	Retain	TPZ	ITPZ	Credits	NOTES
4923	Sweet gum	*Liquidambar styraciflua*		12	11	12	6	Viable	4	Yes	11.5	5.8	4.0	
4924	Sweet gum	*Liquidambar styraciflua*	10,8.5	13.1	13	13.1	6.55	Viable	4	Yes	13.1	6.5	4.0	
4925	Sweet gum	*Liquidambar styraciflua*		20	25	20	10	Viable	5	Yes	22.5	11.3	4.0	
4926	Sweet gum	*Liquidambar styraciflua*		15	14	15	7.5	Viable	4	Yes	14.5	7.3	4.0	
Offsite trees						0	0							
A	Douglas fir	*Pseudotsuga menziesii*		12	12	12	6	Viable	4		12.0	6.0		
B	Douglas fir	*Pseudotsuga menziesii*		45	30	45	22.5	Viable	4		37.5	18.8		Exceptional
C	Bitter cherry	*Prunus emarginata*		13	22	13	6.5	Viable	4		17.5	8.8		
D	Douglas fir	*Pseudotsuga menziesii*		28	22	28	14	Viable	4		25.0	12.5		
E	Douglas fir	*Pseudotsuga menziesii*		30	23	30	15	Viable	5		26.5	13.3		Exceptional, 7' to fence line from center
F	Douglas fir	*Pseudotsuga menziesii*		30	26	30	15	Viable	5		28.0	14.0		Exceptional, 4' to fence line from center
G	Big leaf maple	*Acer macrophyllum*	14,10	17.2	14	17.2	8.6	Viable	4		15.6	7.8		
H	Deciduous	*Deciduous*		25	19	25	12.5	Viable	4		22.0	11.0		
I	Deciduous	*Deciduous*		35	25	35	17.5	Viable	4		30.0	15.0		Exceptional
J	Deciduous	*Deciduous*		26	18	26	13	Viable	4		22.0	11.0		
K	Deciduous	*Deciduous*		20	16	20	10	Viable	4		18.0	9.0		
L	Deciduous	*Deciduous*	19,16,14	28.5	24	28.5	14.25	Viable	4		26.3	13.1		
M	Deciduous	*Deciduous*		22	16	22	11	Viable	4		19.0	9.5		
N	Douglas fir	*Pseudotsuga menziesii*		24	15	24	12	Viable	4		19.5	9.8		
Onsite NR trees						0	0							

Tree #	Common name	Species	Multistem DSH	DSH	DLR	CRZ	ICRZ	Viability	Cond	Retain	TPZ	ITPZ	Credits	NOTES
NR-4837	Douglas fir	*Pseudotsuga menziesii*		8	10	8	4	Viable	4	No	9.0	4.5		
NR-4841	Big leaf maple	*Acer macrophyllum*		8.8	8	8.8	4.4	Marginal	3	No	8.4	4.2		
NR-4845	Douglas fir	*Pseudotsuga menziesii*		11.5	10	11.5	5.75	Viable	4	No	10.8	5.4		
NR-4847	Norway spruce	*Picea abies*		11	12	11	5.5	Viable	5	No	11.5	5.8		
NR-4852	Douglas fir	*Pseudotsuga menziesii*		11	11	11	5.5	Viable	4	No	11.0	5.5		
NR-4853	Silver fir	*Abies amabilis*		7.5	8	7.5	3.75	Viable	5	No	7.8	3.9		
NR-4854	Douglas fir	*Pseudotsuga menziesii*		12.5	15	12.5	6.25	Viable	4	No	13.8	6.9		
NR-4856	Silver fir	*Abies amabilis*		11.5	13	11.5	5.75	Viable	5	No	12.3	6.1		
NR-4859	Bitter cherry	*Prunus emarginata*		11	17	11	5.5	Viable	4	No	14.0	7.0		
NR-4861	Western hemlock	*Tsuga heterophylla*		8	9	8	4	Viable	4	No	8.5	4.3		
NR-4863	Bitter cherry	*Prunus emarginata*		9	18	9	4.5	Viable	4	No	13.5	6.8		
NR-4867	Western hemlock	*Tsuga heterophylla*		14.5	15	14.5	7.25	Viable	4	No	14.8	7.4		
NR-4868	Small deciduous		8.5,8	11.7	14	11.7	5.85	Viable	4	No	12.9	6.4		
NR-4877	Bitter cherry	*Prunus emarginata*		11	10	11	5.5	Marginal	3	No	10.5	5.3		
NR-4880	Black hawthorn	*Crataegous*		6.5	12	6.5	3.25	Viable	5	No	9.3	4.6		
NR-4882	Big leaf maple	*Acer macrophyllum*		6.5	11	6.5	3.25	Viable	4	No	8.8	4.4		
NR-4884	Bitter cherry	*Prunus emarginata*	8.5,6	10.4	12	10.4	5.2	Viable	4	No	11.2	5.6		
NR-4885	Bitter cherry	*Prunus emarginata*		8	9	8	4	Viable	4	No	8.5	4.3		
NR-4886	Bitter cherry	*Prunus emarginata*		10.5	14	10.5	5.25	Viable	4	No	12.3	6.1		
NR-4887	Bitter cherry	*Prunus emarginata*		10.5	15	10.5	5.25	Viable	4	No	12.8	6.4		
NR-4888	Black hawthorn	*Crataegous*		7	8	7	3.5	Viable	4	No	7.5	3.8		

Tree #	Common name	Species	Multistem DSH	DSH	DLR	CRZ	ICRZ	Viability	Cond	Retain	TPZ	ITPZ	Credits	NOTES
NR-4890	Bitter cherry	*Prunus emarginata*		7	12	7	3.5	Viable	4	No	9.5	4.8		
NR-4891	Bitter cherry	*Prunus emarginata*		11	11	11	5.5	Marginal	3	No	11.0	5.5		
NR-4894	Bitter cherry	*Prunus emarginata*		8	15	8	4	Viable	4	No	11.5	5.8		
NR-4895	Bitter cherry	*Prunus emarginata*		10	20	10	5	Viable	4	No	15.0	7.5		Ivy
NR-4907	Western red cedar	*Thuja plicata*		10	14	10	5	Viable	4	Yes	12.0	6.0	3.0	
NR-4914	Bitter cherry	*Prunus emarginata*		6	9	6	3	Viable	5	Yes	7.5	3.8	1.0	
NR-4919	Bitter cherry	*Prunus emarginata*		11.5	7	11.5	5.75	Viable	4	Yes	9.3	4.6	2.0	
NR-4921	Japanese maple	*Acer palmatum*	4.5,5.5,4,5 ,6	11.3	9	11.3	5.65	Viable	5	Yes	10.2	5.1	2.0	
NR-4922	Japanese maple	*Acer palmatum*	5@3	6.7	9	6.7	3.35	Viable	5	Yes	7.9	3.9	1.0	
NR-4975	Bitter cherry	*Prunus emarginata*		10	12	10	5	Viable	4	No	11.0	5.5		
													147.0	Retained tree credits

Refer to **Site Map** below to see tree locations.
Trees labeled NR are not regulated in North Bend but may count towards tree credits if retained.

Tree Inventory Key and Definitions
DSH = Diameter at Standard Height of 4.5', measured in inches.
Multi-stem DSH = DSH of multi-stemmed trees is calculated using the square root of the sum of the squares of the individual stems.
DLR = Drip Line Radius is assessed on site by measuring from the center of the tree to the outermost tips of the branches measured in feet.
TPZ = Tree Protection Zone radius is calculated as an average of DSH and DLR values and converted to feet, with some noted exceptions.
ITPZ = Inner Tree Protection Zone. The radius for the ITPZ is calculated as 50% of the outer TPZ radius, and shall not be disturbed.
Condition Ratings: 6 = Excellent condition, 5 = Good, 4 = Fair, 3 = Poor, 2 = Very Poor, 1 = Dying/Dead

Tree Protection Requirements

1. For the trees being retained, tree protection fencing should be installed at the TPZ or as indicated otherwise herein.
2. **Fencing should be installed prior to construction activities and remain in place for the duration of the project.** Fencing should only be moved temporarily if minor disturbances must occur within the drip line and the fencing should be replaced immediately once that portion of the work is completed.
3. The TPZ is designated to be an area of no impact, no storing of materials, no encroachment and no staging of debris.
4. The tree protection zone fencing should have signs every 8' facing access that indicate the area is a tree protection zone.
5. Trenching through the TPZ for utilities is not permitted (tunneling is the preferred method).
6. Grade changes in the TPZ are not permitted.
7. Vehicle maintenance and washing of equipment (especially concrete), is not permitted.
8. No attaching anything to the tree with cinching knots or hardware.
9. Root flare should be protected with wood chips so that lawn maintenance equipment does not have to work close to the system.
10. Proper clearances should be maintained.
11. The TPZ or critical root zone needs (CRZ) to be protected. The Inner TPZ is 50% of the radius of the TPZ and there should be zero disturbance in this zone. The Outer TPZ surrounds the ITPZ. A disturbance of up to 35% of the Outer TPZ is sometimes permissible provided that any heavy digging equipment works toward the tree, and that any roots encountered that are over 1" in diameter are excavated around with hand tools and cut clean with a sharp saw behind the excavation zone so that the root can bifurcate and continue to grow. In some cases, if excessive pruning has been done, the TPZ can be larger than the Drip Line Radius.
12. **Add a 6" layer of arborist wood chips to the TPZ of all retained trees** in or adjacent to the path of construction for root and soil protection and health.

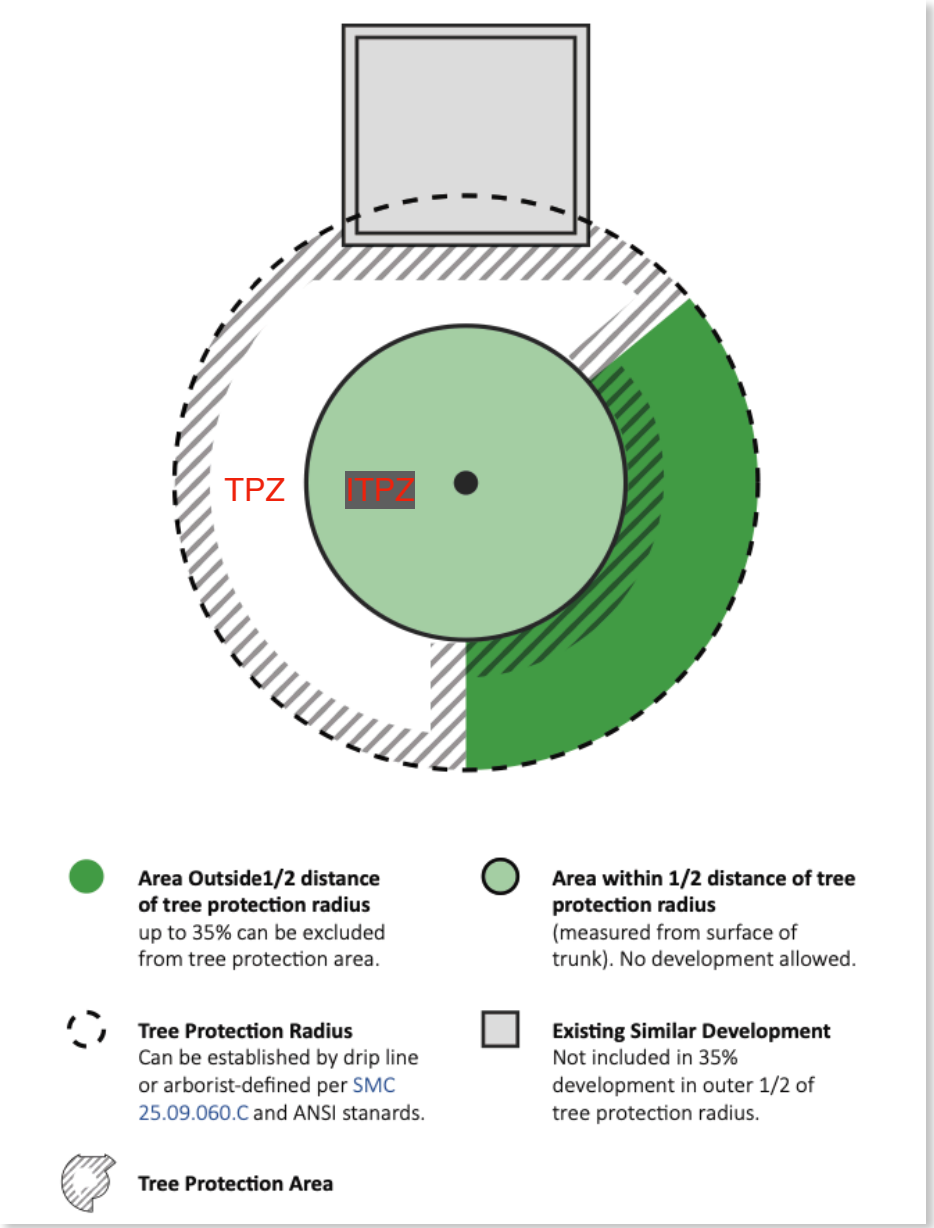
Tree protection zone (TPZ) and inner tree protection zone (ITPZ)

This illustration is taken from Seattle Tip 242A, and is helpful for understanding generally accepted protection zones for the critical root areas of an urban tree.

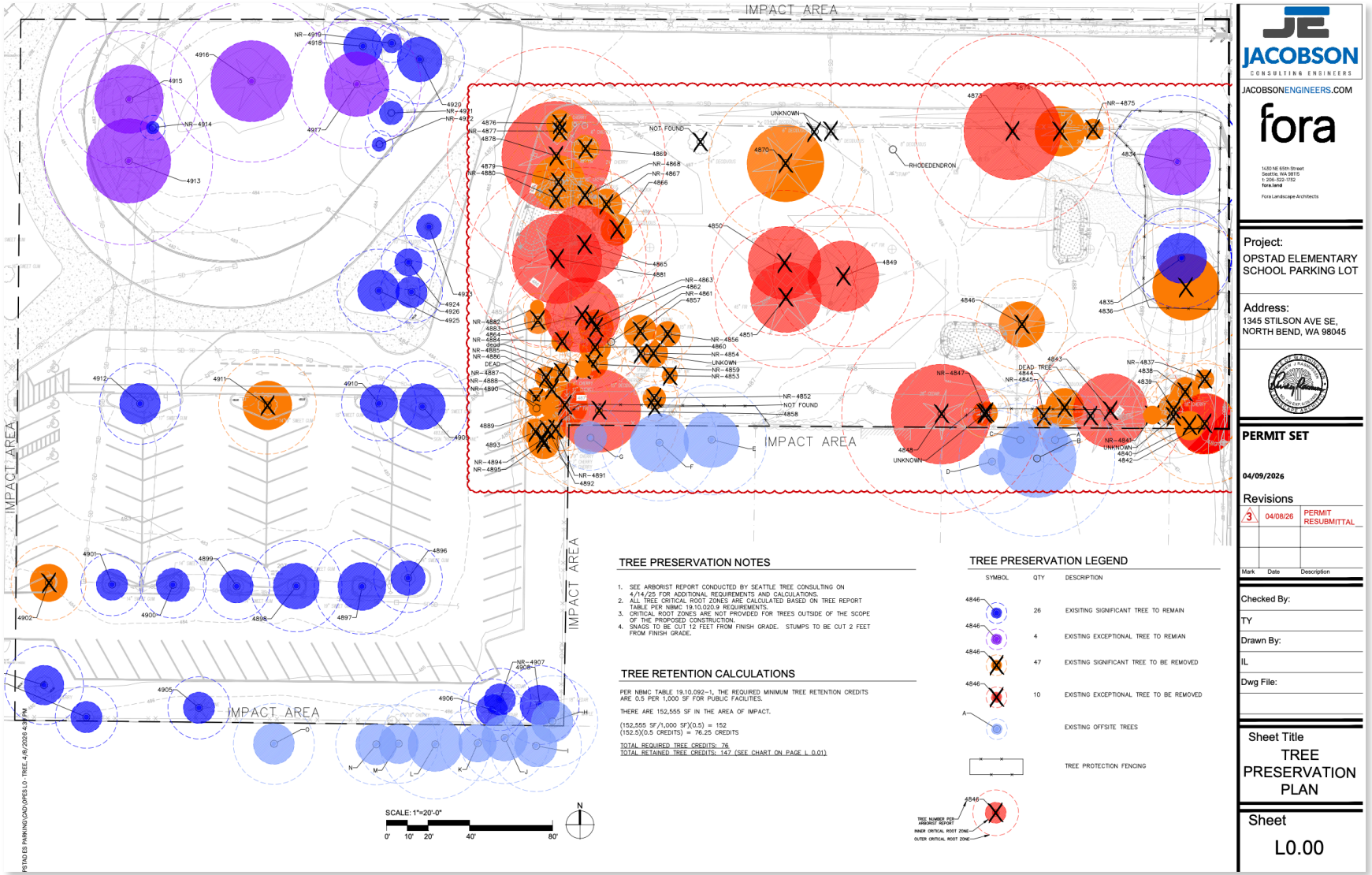
The TPZ for each tree is listed in the **Tree Inventory Table** (above) and represents only a portion (30-50%) of a typical tree's root area. However, a tree can sustain disturbance of up to 35% of the outer TPZ, shown in dark green, and still sustain itself good health.

The ITPZ represents the structural root zone of the tree, and is equal to an area with a radius of 50% of the TPZ radius. No grade change or disturbance in this area is allowed or the tree will need to be removed for safety reasons.

In this example, the gray hashed area represents the tree protection area for this tree during construction.



Tree retention plan



King County Parcel Data and Aerial View from 2023

PARCEL	
Parcel Number	152308-9110
Name	SNOQUALMIE VALLEY SCHOOL DI
Site Address	
Legal	N 145 FT OF S 290 FT OF E 300 FT OF POR OF N 1/2 OF SW 1/4 OF NE 1/4 LY W OF CO RD LESS C/M RGTS

BUILDING	
Year Built	
Total Square Footage	
Number Of Bedrooms	
Number Of Baths	
Grade	
Condition	
Lot Size	43500
Views	No
Waterfront	



PARCEL

Parcel Number	152308-9156
Name	SNOQUALMIE VALLEY SD 410
Site Address	1345 STILSON AVE SE 98045
Legal	N 1/2 OF SW 1/4 OF NE 1/4 LESS N 310 FT OF E 320 FT & LESS S 290 FT OF E 320 FT LESS CO RD LESS C/M RGTS

BUILDING

Year Built	1988
Building Net Square Footage	42723
Construction Class	WOOD FRAME
Building Quality	AVERAGE/GOOD
Lot Size	677910
Present Use	School(Public)
Views	No
Waterfront	





Impact area shown in green

Site Photos from 03/24/2025

Entry from Stilson St to area with most impact. This site will be used for additional school parking and driveways to the school. Retained trees 4834 (right), 4835, and 4836 can bee seen along the road.



South end of street frontage



Looking S from just inside the parcel entry off Stilson Ave SE, is the grove of trees dividing the property from residential parcels. 4848 is far right with two stems.



Looking N at 4873-4875 from the subject property.



Looking W at 4870 far right, 4849 left of center. Largest grove on site is the left grouping.



Looking East from existing parking area back at parcel 9110. There are several exceptional trees on both parcels in this area that divides the two properties.



Looking S at typical parking island with sweetgum trees. Form is not ideal, but trees otherwise appear healthy.





Sweetgum trees at S end of existing parking area will be retained.



Turn-around island will not be impacted. Taller tree on right (4916) has a swollen trunk which indicates possible decay at base. See inset photo.





Looking NE, entry from main driveway with triangle on right and turn around loop on left. All of these trees lining the access drive will be retained.



Assumptions and Limiting Conditions

Any legal description provided to the consultant/appraiser is assumed to be correct. Any titles and ownership to any property are assumed to be good and marketable. No responsibility is assumed for matters of legal character. Any and all property is appraised or evaluated as though free and clear, under responsible ownership and competent management.

It is assumed that any property is not in violation of any applicable codes, ordinances, statutes, or other government regulations.

Care has been taken to obtain all information from reliable sources. All data has been verified so far as possible, however, the consultant/appraiser can neither guarantee nor be responsible for accuracy of information provided by others.

The consultant/appraiser shall not be required to give testimony or attend court by reason of this report unless subsequent contractual arrangements are made, including payments of additional fees for such services as described in the fee schedule and contract engagement.

Loss or alteration of any of this report invalidates the entire report.

Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any person other than to whom it is addressed, without prior written consent of the consultant/appraiser.

Neither all nor any part of the content in this report, nor copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales or other media, without the prior expressed written consent of the consultant/appraiser--particularly as to value conclusions, identity of the consultant/appraiser, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant/appraiser as stated in his qualification.

Addendum A: KC Parcel Report

9110

Highest & Best Use As If Vacant	SINGLE FAMILY
Highest & Best Use As Improved	PRESENT USE
Present Use	Single Family(Res Use/Zone)
Land SqFt	43,500
Acres	1.00

Percentage Unusable	
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	LDR
Water	WATER DISTRICT
Sewer/Septic	PRIVATE
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	NO
Proximity Influence	NO

Designations

Historic Site	
Current Use	(none)
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Nuisances

Topography	
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	YES

Problems

Water Problems	NO
Transportation Concurrency	NO
Other Problems	NO

Environmental

Environmental	YES

9156

Highest & Best Use As If Vacant	EDUCATIONAL SERVICE
Highest & Best Use As Improved	PRESENT USE
Present Use	School(Public)
Land SqFt	677,910
Acres	15.56

Views

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

Designations

Historic Site	
Current Use	(none)
Nbr Bldg Sites	
Adjacent to Golf Fairway	NO
Adjacent to Greenbelt	NO
Other Designation	NO
Deed Restrictions	NO
Development Rights Purchased	NO
Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Percentage Unusable	
Unbuildable	NO
Restrictive Size Shape	NO
Zoning	POSPF
Water	WATER DISTRICT
Sewer/Septic	PUBLIC
Road Access	PUBLIC
Parking	ADEQUATE
Street Surface	PAVED

Waterfront

Waterfront Location	
Waterfront Footage	0
Lot Depth Factor	0
Waterfront Bank	
Tide/Shore	
Waterfront Restricted Access	
Waterfront Access Rights	NO
Poor Quality	NO
Proximity Influence	NO

Nuisances

Topography	
Traffic Noise	
Airport Noise	
Power Lines	NO
Other Nuisances	NO

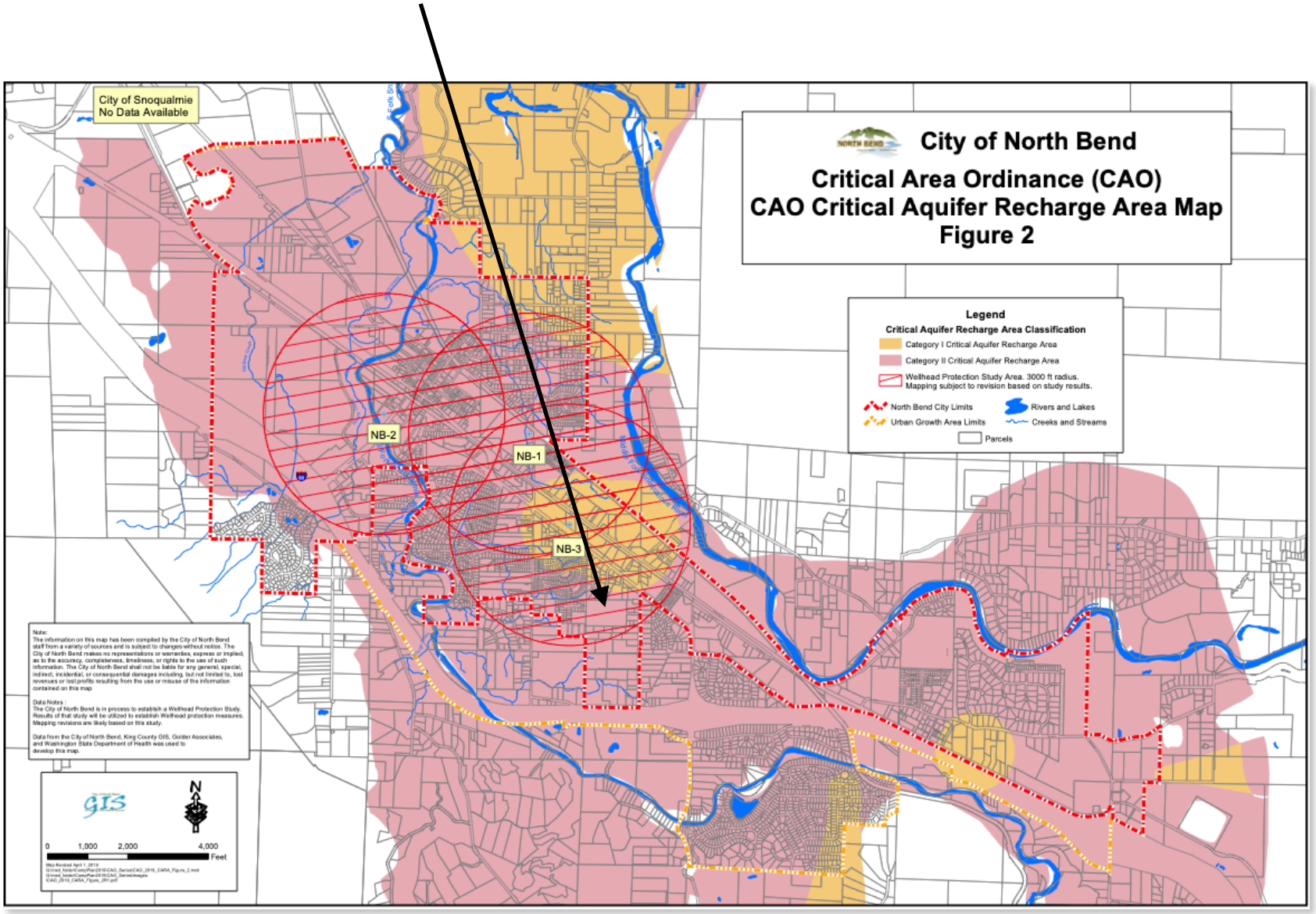
Problems

Water Problems	NO
Transportation Concurrency	NO
Other Problems	NO

Environmental

Environmental	NO

Addendum B: City of North Bend CAO map



Addendum C: Excavation inside the TPZ of retained trees

There are three components to the root and soil protection if excavation will occur within the TPZ:

10) **Provide Tree Protection Fencing** (TPF) at not less than the Inner Tree Protection Zone radius (ITPZ) of each tree, as provided in the tree table. No more than 35% of the outer tree protection ring (between the TPZ radius and ITPZ radius) may be disturbed. Zero soil disturbance is allowed inside the ITPZ radius without an arborist review and air or hydro-excavation.
11) **Provide 6" of arborist chips throughout the TPZ** less any areas of proposed disturbance. Chips are both protective, preventative and restorative:
    - **Arborist chips distribute point loading** and protect soil structure which is critical for tree survival.
    - **Arborist chips enhance the microbial activity** in the soil which improve the availability of water and nutrients to the roots of the tree.
    - **Arborist chips retain moisture and moderate temperature extremes in the soil**. Trees need retained moisture and stable temperatures to improve nutrient uptake.
    - All of these benefits will help the tree survive the nearby disturbance by enhancing root recovery.
12) **Instructions for excavation and onsite teams:**
    - **An arborist must be present onsite before excavation work can begin** inside the TPZ radius.
    - Air- or hydro-excavation are preferred methods for initial exploratory excavation inside the TPZ to help avoid root damage close to the tree, which can otherwise cause root and tree decline.
    - If air- and hydro-excavation are not available, use a smooth-edged shovel for excavator root discovery.
    - Dig gently at the outer edge of excavation, pulling away from the tree trunk along the roots rather than sideways across the roots. When a root is discovered, stop excavation and dig an area around the root by hand and shovel.
    - Sever roots over 1" diameter by hand with a sharp saw, avoiding tearing, vibrating or breaking roots. This will help with root recovery and new root growth to recover resources the tree needs to maintain the canopy.
    - Cover each cut root with wet burlap and maintain moisture on the fabric until backfilled with wet soil.
    - Keep burlap wet twice daily to prevent root cracking until backfilled.
    - Cover TPZ with arborist chips to enhance soil health and development.
    - Once backfilled, the roots should be able to reorient and recover.

Addendum D: Soil compaction and the benefits of arborist chips

Healthy trees improve the appearance and value of nearby homes. Trees depend on healthy roots and quality soil within their critical root zones. **Soil compaction is the most common negative impact for tree health during and after construction activities.** A tree's failure to thrive after construction often is related to soil compaction. Once soil is compacted, it takes years or decades of microbial activity to bring healthy structure back to the soil. **Avoiding soil compaction in the first place is the best strategy:**

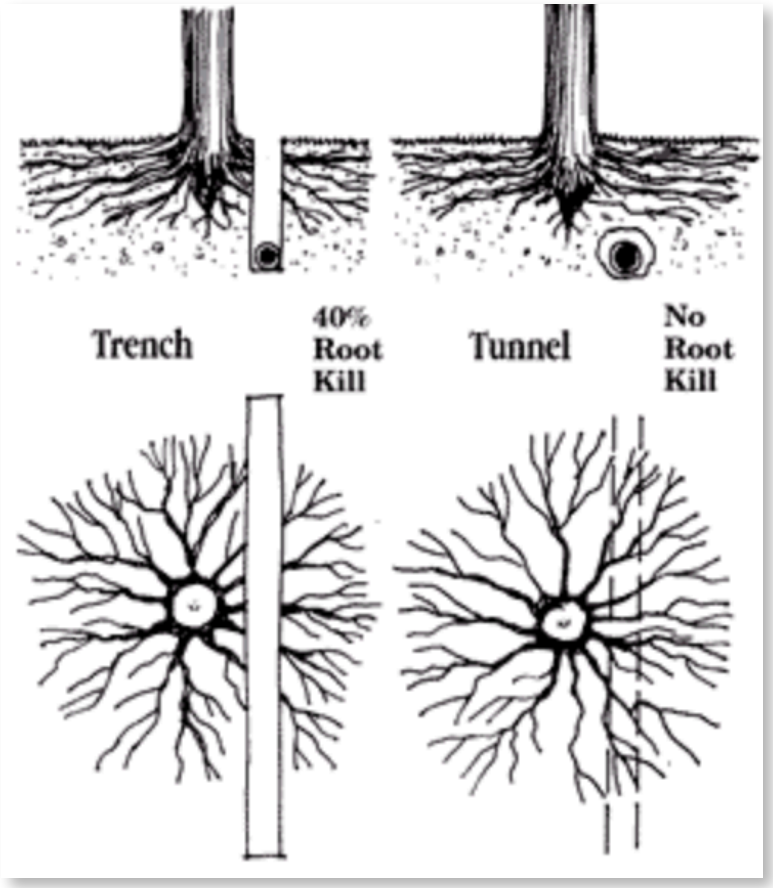
- Follow our recommendations for tree protection fencing and arborist chips.
- Use hand-held equipment wherever possible within tree protection zones.
- Enhance soil microbial activity prior to construction by adding 1-2" of compost below 4-6" of arborist chips throughout the dripline of each tree, keeping them away from the trees' root flare and bark.

Arborist chips

- **Arborist chips at the right thickness (4-6") distribute point loading** and help protect soil structure which is critical for tree survival and new root establishment.
- **Arborist chips enhance the microbial activity** in the soil which supports the availability of water and nutrients to the tree.
- **Arborist chips retain moisture in the soil**. Trees need retained moisture to help with nutrient uptake.
- **Arborist chips are insulating,** keeping the ground temperature cooler in the summer and warmer in the winter.
- **Retain arborist chips after construction** and allow the soil benefits to accrue. New shrubs and ground cover can be planted directly into chip beds. All of these benefits will help the trees and shrubs survive the construction disturbance by aiding new root growth, and will improve soil conditions for new planting areas.
- **Arborist chip application:** Prior to excavation and root pruning add 4-6" of arborist chips to the entire retained TPZ, without allowing the chips to touch the bark of the tree or the root flare. Add 1-2 " of compost below the chips to jump-start nutrient enhancements.

Addendum E: Tunnel vs Trench

Trenching for utilities within the TPZ of an existing tree can sever critical roots, diminish the health of a tree, and potentially destabilize the tree. If underground utilities cannot be moved fully outside the TPZ, tunneling below the majority of the roots is recommended over trenching because it preserves critical tree roots as well as the health and structure of the tree. Never tunnel directly below the tree trunk in case there is a tap root. Tunneling 24” below grade is a safe depth for most trees, however it is best to confer with your arborist on a case by case basis.



Arborist Addendum – Off-Site Tree Assessment
Project: Opstad Elementary
Date: March 30, 2026

The City of North Bend has requested additional information regarding how proposed tree removals on the subject property may affect the health and stability of off-site trees located on the adjacent property to the South. Of particular concern are Trees A through G.

The majority of these trees are **Douglas-fir (*Pseudotsuga menziesii*)**, with one **bitter cherry (*Prunus emarginata*)** and one **bigleaf maple (*Acer macrophyllum*)** also included in this group. All trees are currently in viable condition and were assigned condition ratings of either **4 (fair)** or **5 (good)** during the initial assessment.

Prevailing winds in this region typically originate from the southwest. Tree removals to the south or southwest of retained trees can sometimes alter wind exposure, requiring retained trees to adapt to increased loading. In this case, however, all proposed removals are located **north of Trees A through G**. As a result, the existing wind exposure conditions for this stand will remain unchanged.

Based on this analysis, it is our professional opinion that the proposed removals will **not result in an increased risk of failure** for Trees A through G.

The largest tree in this group is **Tree B**, a **Douglas-fir (*Pseudotsuga menziesii*)** with a diameter at standard height (DSH) of approximately **45 inches**. This tree is located well south of the property line, and no impacts to its Tree Protection Zone (TPZ) are anticipated.

The remaining trees range from approximately **12 to 30 inches DSH**. Most are relatively young and, given their stage of development, are expected to adapt to any minor changes in site conditions and continue to perform well.
Please feel free to reach out with any questions or if additional clarification is needed.

PART 1 GENERAL

1.01 SUMMARY

A. Section includes, but is not limited to:

1. Install and maintain temporary erosion and sedimentation control facilities through project completion and site stabilization.

2. Review, coordinate, and maintain the SWPPP.

3. Obtain and manage DOE NPDES Permit.

4. Managing staging, laydown, and stockpiling areas.

1.02 REFERENCES

A. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, latest edition; Washington State Department of Transportation Standard Plans, current edition.

B. City of North Bend Public Works Standards, June 2018.

C. King County Surface Water Design Manual, 2021 with 2024 Amendments.

D. City of North Bend Clearing, Grading, Filling, and Drainage Code, Chapter 19.10.

E. Geotechnical Engineering Report prepared by Associated Earth Sciences, Inc for Opstad Elementary School Parking Area, dated July 31, 2024.

1.03 SUBMITTALS

A. Comply with Section 013300.

B. Submit the following:

1. Straw/Synthetic Wattles product information.

2. Catch basin insert used for inlet protection product information.

3. Silt fence fabric product information.

4. Manufacturer’s product cut sheet for geotextile fabric for stabilized construction access.

5. Gradation/sieve analysis for stabilized construction access material.

PART 2 PRODUCTS

2.01 STRAW OR SYNTHETIC WATTLES

A. In accordance with WSDOT Section 9-14.6(5).

2.02 INLET PROTECTION

A. Provide catch basin inserts for inlet protection as shown on the drawings. Insert shall be appropriately sized for the structure in which it is installed per manufacturer's recommendation.

2.03 SILT FENCE

A. Filter fabric material shall meet the following:

1. AOS (ASTM D4751) = 50-100 sieve size (0.30-0.15 mm).

2. Water Permittivity (ASTM D4491) = 0.02 sec-1 min.

3. Grab Strength (ASTM D4632) = 100 lbs min.

4. UV resistance (ASTM D4355) = 70% min.

B. Sand shall meet the requirements of Base sand per Section 31 22 00.

2.03 CHECK DAMS

A. Rock for check dams shall be 2”-4” quarry spalls per WSDOT Section 9-13.1(5).

2.04 PLASTIC SHEETING

A. In accordance with WSDOT Section 8-01.3(5) for 6 mil clear plastic covering.

2.05 SAND BAGS

A. Provide ½ to 1 cubic foot capacity sandbags constructed of UV stabilized synthetic woven material of sufficient strength to support the weight of the bag capacity in mineral aggregate.

2.06 SUMP AND PUMP FACILITIES

A. Sump shall be per plans.

B. Filter fabric shall be Mirafi 160N or approved equal.

C. Sump pump shall be designed and sized by Contractor to manage construction stormwater routed to the sump. Contractor shall meet all requirements Section 31 22 00 1.5 Dewatering.

D. Gravel shall be washed rock per Section 31 22 00.

2.07 STORM DRAIN PIPE

A. Per Section 33 40 00.

2.08 CONSTRUCTION ENTRANCE

A. Stabilized Construction Access: Quarry Spalls shall be 2” Ballast per WSDOT Standard Specifications Section 9-03.9(1) and Geotechnical Fabric below shall be Mirafi 500X or approved equal.

PART 3 EXECUTION

3.01 GENERAL

A. The implementation of the Temporary Erosion and Sediment Control (TESC) plans and the construction, maintenance, replacement and upgrading of these facilities is the responsibility of the Contractor until all construction is approved and the site is stabilized. All work shall be in accordance with the 2021 King County Surface Water Design Manual (with 2024 amendments) and the plans. The TESC facilities shown on the plans

must be constructed in conjunction with all clearing and grading activities, and in such a manner as to ensure that sediment laden water does not enter the drainage system or violate applicable water standards.

B. The TESC facilities shown are the minimum requirements for anticipated site conditions. During the construction period, the erosion control facilities shall be upgraded as needed (e.g. additional sumps, construction of ditches and silt fences, etc). The contractor shall pay for all costs associated with the construction, maintenance, upgrading and removal of the erosion control system throughout project duration.

C. The Contractor shall provide ground-cover measures for any areas that will be exposed and not worked on for more than 48-hours. To the maximum extent possible, the Contractor shall utilize the existing pavement (parking lot and drive lanes) for construction access, staging, and laydown. Revisions to the plans shall be made as field conditions dictate. The contractor shall be prepared to implement and maintain the required measures to reduce the amount of exposed ground. The Contractor shall be responsible for and shall provide a site maintenance plan in the event storm water turbidity measurements are greater than the Ecology standards.

D. All TESC measures for a given area to be graded or otherwise worked should be installed prior to any activity within that area. The contractor shall sequence construction within a given area to install sediment storage facilities and establish perimeter flow control prior to starting clearing and grading activity.

E. During the wetter months of the year, or when large storm events are predicted during the summer months, each work area should be stabilized such that if showers occur the work area can receive the rainfall without excessive erosion or sediment transport. During the winter months, areas that are to be left un-worked for more than 2 days shall be mulched or covered with plastic. During the summer months minimum stabilization measures shall be limited to seal-rolling the subgrade. The Contractor shall create and maintain temporary storm water conveyance channels through work areas to route runoff to the approved treatment facilities.

F. All disturbed areas shall be revegetated as soon as possible or covered with straw mulch treated with a tackifier if outside of the growing season.

G. Soils that are to be reused around the site shall be stored in such a manner as to reduce erosion from the stockpile. Protective measures should include, but are not limited to, covering with plastic sheeting, the use of low stockpiles in flat areas, or the use of straw bales/silt fences around pile perimeters. During the period between October 1st and March 31st, these measures are required.

H. Provide wheel cleaning measures to clean wheels and undercarriage of trucks before leaving site, as necessary to prevent dirt from being carried onto public roads. If public roads or school campus drive lanes and parking lot are fouled, they must be cleaned immediately in conformance with City of North Bend requirements.

I. Provide temporary inlet protection in all existing catch basins in and adjacent to the work area. Provide catch basin insert in all new catch basins and area drains immediately following installation, until site is stabilized.

J. Clean out catch basin sumps prior to placement of catch basin inserts. Conform to manufacturer’s recommendations regarding maximum allowable amount of sediment in catch basin insert. Remove sediment buildup or replace the catch basin insert. Clean out catch basins after completion of construction. Do not flush sediment-laden water into the downstream system with cleaning operation.

K. Keep streets and site drains open for drainage at all times. TESC facilities shall be inspected daily during periods of rain, otherwise inspected weekly. Clean pavements thoroughly at the end of each day. Remove sediment with a method approved by the Owner’s Representative or Contractor’s CESCL, and transport

sediment to an approved sediment disposal area. Pavement washing will be allowed only as a last resort, and after the above method has been completed.

L. Inspect and repair erosion control measures weekly at a minimum and daily if necessary. The contractor shall be aware of the weather forecasts and shall inspect before, during and after storms and prior to weekends and holidays. The contractor shall inspect the entire system to ensure proper operation.

M. Refer to TESC notes on plans for additional information.

3.02 NPDES PERMIT

A. **The Snoqualmie Valley School District has applied for and has secured the project NPDES Construction Stormwater General Permit from the Washington State Department of Ecology (DOE). The NPDES Construction Stormwater General Permit is in the Snoqualmie Valley School District's name. Upon awarding the construction to the contractor, a transfer of NPDES coverage from the Snoqualmie Valley School District to the Contractor's name will be required**.

B. The Contractor shall take responsibility for the SWPPP. The preliminary SWPPP, as submitted to the City of North Bend, as prepared by the Contractor, is available for reference. The Contractor shall have full responsibility for modifying SWPPP as necessary to address the Contractor's means and methods as well as to address site specific conditions that are noted during the Contractor's inspections. All work associated with the SWPPP shall be considered part of the base contract. The Contractor shall provide the required certified personnel to execute the work. The Contractor shall be responsible to provide the required source control measures, Best Management Practices and stormwater treatment measures such that the stormwater discharge from the site complies with DOE requirements. The minimum source control measures are identified within the project plans. Best Management Practices and stormwater protection measures are described on the contract documents. The Contractor's responsibilities include, but are not limited to:

1. Execution of Plan and Specification required source control, BMP, and stormwater treatment measures.

2. Coordinating, conducting, and submitting the required City of North Bend inspections, monitoring, testing and recording.

3. Coordinating, conducting, and submitting the required DOE inspections, monitoring, testing and recording.

4. Performing maintenance work to keep the required erosion control measures operational and functional.

C. Upon completion of the project, the Contractor shall prepare and submit Notice of Termination documentation to DOE to formally close the project.

D. All documents and information are available from the Washington State Department of Ecology website: http://www.ecy.wa.gov/programs/wq/stormwater/construction/#application.

3.03 TURBIDITY MONITORING

A. On-site erosion control inspections and turbidity monitoring shall be performed in accordance with DOE requirements. TESC monitoring report and review of the checklists shall be part of the weekly construction team meetings. Temporary and permanent erosion control and drainage measures shall be adjusted and maintained as necessary.

B. The Contractor shall be responsible for meeting the DOE turbidity requirements. Additional measures may be required to achieve discharge requirements of less than 25 NTU. These measures shall be at no additional expense to the Snoqualmie Valley School District.

C. The contractor will implement a turbidity monitoring program in compliance with the NPDES Permit. A qualified Certified Erosion & Sediment Control Lead (CESCL), retained by the contractor, shall perform the turbidity measuring using an approved turbidity monitoring device. The person providing the turbidity monitoring shall be familiar with the monitoring equipment, and the regulations and requirements associated with the turbidity monitoring program. The Contractor shall be responsible for coordinating the monitoring plan with their CESCL and to aide them in the testing as necessary. The CESCL shall record the monitoring results on the Turbidity Monitoring Data Sheet and shall provide a copy of the record to the Owner's Representative and the Contractor. The Contractor shall have these results posted immediately after tests are performed and shall provide them to the City of North Bend as necessary. The CESCL will provide monthly summaries (Discharge Monitoring Report) to the Contractor for signature and the Contractor is responsible for submitting the summaries to DOE and shall report any monitored turbidity exceeding 250 NTU to DOE within 24 hours including corrective actions that have been taken.

D. If during construction, the monitoring reports show that the turbidity threshold of greater than 25 NTU has been exceeded, the Contractor shall take immediate corrective action to bring the threshold within compliance. The Contractor shall pay for all additional testing required beyond the weekly testing to bring the site is into compliance.

3.04 PH MONITORING

A. On-site erosion control inspections and pH monitoring shall be performed in accordance with DOE requirements. pH monitoring report shall be part of the weekly construction team meetings. Temporary and permanent erosion control and drainage measures shall be adjusted and maintained as necessary.

B. The Contractor shall be responsible for meeting the DOE pH requirements. A pH monitoring Plan shall be the responsibility of the Contractor to prepare and maintain. Additional measures may be required to achieve pH discharge requirements of between 6.5 and 8.0. These measures shall be at no additional expense to the Snoqualmie Valley School District.

C. Sampling and monitoring for pH will occur for the duration of the work with special attention during demolition of concrete work or concrete structures until it is removed from the site, during and following the use of any cement treatment for soil stabilization until covered, as well as, in the stage of construction when concrete pouring will be conducted until fully cured (3 weeks from pour). Samples will be analyzed for pH using a calibrated pH meter and recorded in the site log book.

D. The key benchmark pH value for stormwater is a maximum of 8.0. If a pH greater than 8.0 is measured in the sedimentation pond or detention vault used for sediment settling, the following steps will be conducted:

1. Assess whether additional BMPs should be implemented and whether associated revisions to the SWPPP are necessary.

2. Stop (detain) all discharges from leaving the site and entering surface waters or storm drains if the pH is greater than 8.5.

3. Collect sample from sedimentation pond and/or temporary tanks used for settling the following day, and if the pH exceeds 8.0 for the second consecutive day, implement CO2 sparging treatment.

4. Sample and measure pH daily until there are 3 consecutive pH measurements less than 8.0.

5. If there are 3 consecutive pH measurements greater than 8.0, notify Ecology by phone within 24 hours of the 3rd measurement exceeding a pH of 8.0 (contact the Northwest Regional Office at 425-649-7000) and initiate discussions with Ecology regarding additional treatment BMPs.

6. Describe inspection results and remedial actions that are taken in the site logbook and in monthly discharge monitoring reports.

E. If during construction, the monitoring reports show that the PH threshold of greater than 8.0 has been exceeded, the Contractor shall take immediate corrective action to bring the threshold within compliance. The Contractor shall pay for all additional testing required beyond the weekly testing to bring the site into compliance.

3.05 DRAINAGE COLLECTION AND CONVEYANCE

A. Surface runoff and discharge shall be controlled at all times during and following development. Additional measures to control runoff may be required, which shall be at no additional expense to the Snoqualmie Valley School District. Under no circumstances shall the contractor allow concentrated discharges over slopes.

B. The planned locations of temporary interceptor swales as indicated on plans are schematic. The contractor shall field adjust, move, and reconstruct as necessary during construction to maintain drainage to sediment facilities and to allow improvements to proceed. Provide rock check dams per the drawings.

C. Provide additional culverts beyond those indicated on plans as required to maintain unobstructed conveyance of surface flows to sediment traps and sediment storage facilities throughout grading operations.

D. Additional collection structures shall be installed as necessitated by land clearing activities to ensure that sediment laden water does not enter the natural or public drainage system.

E. Storm drains shall be installed in accordance with Section 33 40 00.

3.06 PHASED CLEARING AND STRIPPING

A. Phased clearing, grubbing and stripping in landscaping areas that are to have existing trees removed as indicated on the plans, shall be utilized to minimize disturbance to soil and minimize erosion potential.

3.07 REINFORCED SILT FENCE

A. Field adjust silt fence locations to perimeter of clearing and stripping and as necessary to prevent sediment laden water from being transported off site. Locations indicated on drawings are schematic.

3.08 PLASTIC SHEETING

A. Overlap joints minimum of 24”. Overlap joints in the direction of drainage to prevent water from draining onto material being protected.

B. Secure plastic sheeting as necessary to prevent movement and damage.

C. Provide sandbags at 2.5 foot spacing and tie sandbags together with rope on slopes greater than 3:1.

3.09 STOCKPILING

A. Stockpiling shall be per plans and in accordance with Section 311000.

3.10 PROTECTION OF STOCKPILES

A. Protect stockpile areas from stormwater run-on from upstream areas and from release of sediment downstream. Cover stockpiles at all times while not in use to keep stored material dry. Surround materials stockpiled on pavement by two rows compost filter sock or triangular silt dike with joints staggered.

3.11 REMOVAL

A. Complete site restoration as directed by the Owner's Representative as part of removal operation and as indicated on the plans

B. Remove temporary silt fences, catch basin filter inserts, and straw or synthetic wattles only after site has been stabilized and approved by the City of North Bend Inspector, but in no case prior to establishment of the Contract as Substantially Complete. The Owner reserves the right to take ownership and control of temporary siltation control facilities following thorough maintenance by the Contractor and immediately prior to acceptance of the Contract as Physically Complete.

C. Remove temporary tree protection fencing after site has been approved by the City of North Bend Inspector.

D. Complete site restoration as directed by the Owner's Representative as part of removal operation.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
   1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.
   2. Section 01 42 00 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved by Civil Engineer through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications. Submit a comparable product request, if applicable.

1.4 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Civil Engineer's Action: If necessary, Civil Engineer will request additional information or documentation for evaluation within seven days of receipt of a comparable product request. Civil Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

    a. Form of Civil Engineer's Approval of Submittal: As specified in Section 01 33 00 "Submittal Procedures."
    b. Use product specified if Civil Engineer does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Civil Engineer will determine which products shall be used.

B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:

    a. Name of product and manufacturer.
    b. Model and serial number.
    c. Capacity.
    d. Speed.
    e. Ratings.

3. See individual identification sections in Divisions 21, 22, 23, and 26 for additional identification requirements.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

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

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Civil Engineer will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

a. Submit additional documentation required by Civil Engineer in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Civil Engineer, whose determination is final.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

    a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.

    a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

    a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

    a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 00 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Civil Engineer's sample," provide a product that complies with requirements and matches Civil Engineer's sample. Civil Engineer's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Civil Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Civil Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Civil Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Civil Engineer may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of Civil Engineers and owners, if requested.
4. Samples, if requested.

B. Submittal Requirements: Approval by the Civil Engineer of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.
4. Cutting and patching.
5. Coordination of Owner-installed products.
6. Progress cleaning.
7. Starting and adjusting.
8. Protection of installed construction.

B. Related Requirements:

1. Section 01 10 00 "Summary of Work" for limits on use of Project site.
2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor and professional engineer.

B. Certificates: Submit certificate signed by land surveyor and professional engineer certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

D. Certified Surveys: Submit two copies signed by land surveyor.

E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Civil Engineer for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

1. Description of the Work.
2. List of detrimental conditions, including substrates.
3. List of unacceptable installation tolerances.
4. Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Civil Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Civil Engineer promptly.

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

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.

5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Civil Engineer when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Civil Engineer.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Civil Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Civil Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

E. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

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

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Civil Engineer.
2. Allow for building movement, including thermal expansion and contraction.

3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Repair or remove and replace damaged, defective, or nonconforming Work.

1. Comply with Section 01 77 00 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
b. Restore damaged pipe covering to its original condition.

F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Disposing of nonhazardous demolition and/or construction waste.

B. Related Requirements:
   1. Section 31 10 00 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Site improvement materials resulting from demolition operations.

C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner’s property.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 30 days of date established for the Notice to Proceed

1.6 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Owner's form designation. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons.
4. Quantity of waste salvaged, both estimated and actual in tons.
5. Quantity of waste recycled, both estimated and actual in tons.
6. Total quantity of waste recovered (salvaged plus recycled) in tons.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Qualification Data: For waste management coordinator.

1.7 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements. Superintendent may serve as Waste Management Coordinator.

B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 01 31 00 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of each contractor and waste management coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Use Owner's form designation. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Owner's form designation. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work in compliance with Section 02 41 19 "Selective Demolition."
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there were no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Owner's form designation. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include transportation and tipping fees and cost of collection containers and handling for each type of waste.

3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in transportation and tipping fees by donating materials.
7. Savings in transportation and tipping fees that are avoided.
8. Handling and transportation costs. Include cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS

2.1 RECYCLING RECEIVERS AND PROCESSORS

A. Subject to compliance with requirements, available recycling receivers and processors include, but are not limited to, the following:

1. King County Solid Waste.

2.2 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total nonhazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:
   a. Asphalt paving.
   b. Concrete.
   c. Concrete reinforcing steel.

2. Construction Waste:
   a. Lumber.
   b. Wood sheet materials.
   c. Piping.
   d. Electrical conduit.
   e. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
      1) Paper.
      2) Cardboard.
      3) Boxes.
      4) Plastic sheet and film.
      5) Polystyrene packaging.
      6) Wood crates.
      7) Wood pallets.
      8) Plastic pails.

f. Construction Office Waste: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following construction office waste materials:

1) Paper.
2) Aluminum cans.
3) Glass containers.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

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

1. Comply with operation, termination, and removal requirements in Section 01 50 00 "Temporary Facilities and Controls."

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

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

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

    a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.3 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Grind asphalt to maximum size per recycling facility and per civil specification.

1. Crush asphaltic concrete paving and screen to comply with requirements in Section 31 20 00 "Earth Moving" for use as general fill.

B. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
1. Pulverize concrete to maximum size per recycling facility and per civil specifications.
2. Crush concrete and screen to comply with requirements in Section 31 20 00 "Earth Moving" for use as satisfactory soil for fill or subbase.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.

3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Paint: Seal containers and store by type.

3.5 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner’s property.

C. Burning: Do not burn waste materials.

D. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Repair of the Work.
   5. Final cleaning.

B. Related Requirements:
   1. Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
   2. Section 01 73 00 "Execution" for progress cleaning of Project site.
   3. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
   4. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
   5. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   6. Section 01 79 00 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.
   7. Divisions 31 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Civil Engineer. Label with manufacturer's name and model number.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Civil Engineer's signature for receipt of submittals.
5. Submit testing, adjusting, and balancing records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Advise Owner of pending insurance changeover requirements.
   2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
   3. Complete startup and testing of systems and equipment.
   4. Perform preventive maintenance on equipment used prior to Substantial Completion.
   5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
   6. Advise Owner of changeover in utility services.
   7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
   8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
   9. Complete final cleaning requirements.
   10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Civil Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Civil Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Civil Engineer, that must be completed or corrected before certificate will be issued.
   1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
   2. Certified List of Incomplete Items: Submit certified copy of Civil Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Civil Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
   3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
   4. Submit pest-control final inspection report.
   5. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Civil Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Civil Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Include the following information at the top of each page:
      a. Project name.
      b. Date.
      c. Name of Civil Engineer.
      d. Name of Contractor.
      e. Page number.
   4. Submit list of incomplete items in the following format:
      a. Manipulatable electronic file. Civil Engineer will return annotated file.
      b. PDF electronic file. Civil Engineer will return annotated file.
      c. Web-based project software upload. Utilize software feature for creating and updating list of incomplete items (punch list).

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Civil Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit by uploading to web-based project software site.

E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove snow and ice to provide safe access to building.
    f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    h. Sweep concrete floors broom clean in unoccupied spaces.
    i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    k. Remove labels that are not permanent.
    l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
        1) Clean HVAC system in compliance with Section 23 01 30.52 "Existing HVAC Air-Distribution System Cleaning." Provide written report on completion of cleaning.
    p. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
    q. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 01 50 00 "Temporary Facilities and Controls." Prepare written report.

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls." and Section 01 74 19 "Construction Waste Management and Disposal."

E. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

B. Related Requirements:

1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Civil Engineer will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:

1. Submit on digital media acceptable to Civil Engineer. Enable reviewer comments on draft submittals.

C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Civil Engineer will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Civil Engineer will return copy with comments.

1. Correct or revise each manual to comply with Civil Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Civil Engineer's comments and prior to commencing demonstration and training.

E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name and contact information for Contractor.
6. Name and contact information for Civil Engineer.
7. Name and contact information for Commissioning Authority.
8. Names and contact information for major consultants to the Civil Engineer that designed the systems contained in the manuals.
9. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:

1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor has delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

C. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

    a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.

2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

1.11 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Requirements:
1. Section 01 73 00 "Execution" for final property survey.
2. Section 01 77 00 "Closeout Procedures" for general closeout procedures.
3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of record Drawings as follows:

a. Initial Submittal:
1) Submit record digital data files and one set of plots.

b. Final Submittal:
1) Submit record digital data files and three sets of record digital data file plots.
2) Plot each drawing file, whether or not changes and additional information were recorded.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Accurately record information in an acceptable drawing technique.
    c. Record data as soon as possible after obtaining it.
    d. Record and check the markup before enclosing concealed installations.
    e. Cross-reference record prints to corresponding photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

    a. Dimensional changes to Drawings.
    b. Revisions to details shown on Drawings.
    c. Locations and depths of underground utilities.
    d. Revisions to routing of piping and conduits.
    e. Revisions to electrical circuitry.
    f. Actual equipment locations.
    g. Changes made by Change Order or Construction Change Directive.
    h. Changes made following Civil Engineer's written orders.
    i. Details not on the original Contract Drawings.
    j. Field records for variable and concealed conditions.
    k. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Civil Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Civil Engineer for resolution.
4. Civil Engineer will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

    a. See Section 01 31 00 "Project Management and Coordination" for requirements related to use of Civil Engineer's digital data files.
    b. Civil Engineer will provide data file layer information. Record markups in separate layers.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Civil Engineer.
    e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders**,** record Specifications, and record Drawings where applicable.

C. Format: Submit record Product Data as annotated PDF electronic file.

1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Civil Engineer's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Instruction in operation and maintenance of systems, subsystems, and equipment.
2. Demonstration and training video recordings.

A. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.

2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Attendance Record: For each training module, submit list of participants and length of instruction time.

C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:

    a. Name of Project.
    b. Name and address of videographer.
    c. Name of Civil Engineer.
    d. Name of Construction Manager.
    e. Name of Contractor.
    f. Date of video recording.

2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
4. At completion of training, submit complete training manual(s) for Owner's use prepared in same format required for operation and maintenance manuals specified in Section 01 78 23 "Operation and Maintenance Data."

1.5 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.6 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Civil Engineer.

1.7 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

2. Documentation: Review the following items in detail:

   a. Emergency manuals.
   b. Systems and equipment operation manuals.
   c. Systems and equipment maintenance manuals.
   d. Product maintenance manuals.
   e. Project Record Documents.
   f. Identification systems.
   g. Warranties and bonds.
   h. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:

   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:

   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.

e. Control sequences.
f. Safety procedures.
g. Instructions on stopping.
h. Normal shutdown instructions.
i. Operating procedures for emergencies.
j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:

a. Alignments.
b. Checking adjustments.
c. Noise and vibration adjustments.
d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

a. Diagnostic instructions.
b. Test and inspection procedures.

7. Maintenance: Include the following:

a. Inspection procedures.
b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning.
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

1.8 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

1.9 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Civil Engineer will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
2. Owner will furnish an instructor to describe Owner's operational philosophy.
3. Owner will furnish Contractor with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Owner with at least seven days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Work includes but is not limited to the following:

1. Provide pre-mobilization video (on DVD) of existing site conditions.
2. Locate and document existing utilities and controls.
3. Save and protect from harm any trees, structures, features, and facilities to remain.
4. Provide temporary chain link construction fencing to secure the construction site.
5. Adjust and relocate temporary chain link construction fencing per stage as necessary to secure site.
6. Provide staging and stockpiling locations.
7. Remove and dispose of curbs, pavement, fencing, signs, pavement markings, topsoil, trees, and other items shown on plans and as required to install new improvements.
8. Remove and dispose of utility materials from below the ground surface as required.
9. Cap and abandon utilities where not required to be removed.
10. Identify and coordinate with the Owner’s Representative and/or utility purveyor(s), the disconnection, capping, abandonment, and/or removal of utilities as required.
11. Clear and grub areas of the site as required and designated for new construction. Remove trees and plantings in such a manner to protect those that are to remain.
12. Salvage existing materials as specified.
13. Dispose of material from the site.

1.02 RELATED SECTIONS

A. Coordinate related work specified in other parts of the Project Manual, including but not limited to following:

1. Section 015713 – TESC.
2. Section 312200 – Earthwork.

1.03 REFERENCES

A. Comply with Section 013300.

B. City of North Bend Public Works Standards, June 2018.

C. King County Surface Water Design Manual, 2021 with 2024 Amendments.

D. City of North Bend Clearing, Grading, Filling, and Drainage Code, Chapter 19.10.

E. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, latest edition; Washington State Department of Transportation. Standard Plans, current edition.

F. Geotechnical Engineering Report prepared by Associated Earth Sciences, Inc for Opstad Elementary School Parking Area, dated July 31, 2024.

1.04 SUBMITTALS

A. Comply with Section 013300.

B. Submit surveyor's Certificate of Insurance

C. Submit demolition procedures and operational sequence for review and acceptance by the Owner's Representative. Include permits for transport and disposal of debris as required.

D. Prior to mobilization to the site, submit to Owner's Representative a copy of a DVD with video recording of existing conditions of fences, surfaces (including existing pavement, building and structures to remain), equipment, and adjacent improvements that might be misconstrued as damage related to construction.

E. Prior to mobilization, submit for review a complete site access, staging, and stockpiling plan using a copy of the basic site layout plan. Identify all areas to be used for access, staging, and stockpiling throughout various phases of the construction sequence. Provide a legend or key as appropriate where phasing affects location.

F. Submit shop drawing of portable temporary fencing panels and connection hardware.

G. Submit Record Drawings according to Section 01 33 00 identifying and accurately locating capped utilities and other subsurface structural, electrical and mechanical conditions.

1.05 MATERIAL OWNERSHIP

A. All site demolition materials shall become the Contractor's property unless otherwise noted in the project documents.

1.06 EXISTING CONDITIONS

A. Protection of existing improvements

1. Provide, erect, and maintain barricades, coverings, or other types of protection necessary to prevent damage to existing improvements to remain.

2. Restore any existing on-site improvements damaged by this work to their original condition, as acceptable to Owner's Representative. Restoration includes but is not limited to landscaping, pavement, walks, structures and fences.

3. Restore to original grades and conditions, areas adjacent to site disturbed or damaged as a result of site preparation and demolition work.

B. Contact all necessary utility purveyors including City of North Bend (Storm), Sallal Water Association (Water), WA State Dept of Health (Water well and Sanitary Sewer Tank and Drain Field), Puget Sound Energy (Power and Gas), and other purveyors including communications (Comcast and Lumen), to coordinate utility cutoffs and removals. Verify that all appropriate services have been disconnected.

C. Do not shut off or cap utilities without prior notice and Coordination. All site utilities shall remain in service unless otherwise directed. Coordinate work with Division 01 requirements.

D. Objectionable Noises: Limit use of air hammers and other noisy equipment. Conform to local governing requirements regarding Noise Control.

E. Maintain vehicular and pedestrian traffic routes:

1. Contractor shall maintain the pedestrian pathway along main driveway and in front of school building or provide appropriate detours and crossings to existing sidewalk/pedestrian pathways on south side of existing driveway. The Contractor will be allowed only limited closure of the access with prior coordination with the Snoqualmie Valley School District and City of North Bend.

2. Ensure minimum interference with driveway, sidewalks, and adjacent facilities for all areas that are not under construction.

3. Do not close or obstruct driveway, sidewalks, or passageways without permission from authorities having jurisdiction.

4. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

1.07 DIMENSIONS AND LAYOUTS

A. The Contractor is responsible for furnishing, setting, and marking all line and location stakes including offsets and general construction staking. When work requiring control is required, all necessary related equipment and instruments shall be on site. A qualified layout engineer, surveyor, or technical specialist shall be assigned to the Contractor Crew for this work. The equipment and personnel must be available, at no additional cost to The Snoqualmie Valley School District for the purposes of verifying layout, conformance of grading, and certifying the accuracy of the work per the contract documents.

B. The Contractor is responsible for preserving all benchmarks and stakes and is required to replace any stakes or benchmarks that are displaced or missing.

C. The Contractor is responsible for review of all utility purveyor and County records relating to the existing underground utilities. The Contractor is responsible for avoiding damage to these facilities and shall restore all utilities at Contractor's own expense. The Contractor is to notify the Owner's Representative immediately if underground utilities not shown on record documents are encountered.

D. If any discrepancies are found by the surveyor between the drawings and actual field conditions, the contractor shall immediately notify the Owner’s Representative.

1.08 REGULATORY REQUIREMENTS

A. Schedule the required pre-construction meeting with the City of North Bend, Snoqualmie Valley School District, Landscape Architect, Transportation Engineer (Lighting), and Civil Engineer.

B. Comply with all applicable Federal, State, and Local codes and safety regulations. If there are any conflicts among referenced standards, the more stringent requirements shall govern.

C. Coordinate demolition work with the appropriate utility purveyors.

D. Obtain all necessary permits.

PART 2 PRODUCTS

2.01 CONSTRUCTION FENCING

A. See Section 015000.

B. Provide galvanized chain link fencing a minimum of 6 feet high.

C. Posts shall be minimum 1 5/8" diameter galvanized steel pipe. At contractor's option, Schedule 40 galvanized steel pipes may be driven into ground where fencing is placed on pervious and/or uneven surfaces and a continuous roll of fence fabric may be used; use minimum 9-guage aluminum wire ties to attach fabric to posts. On hard surfaces or where fences will be moved frequently, use fence panels supported with concrete blocks (min 80lbs each) and strapped together with saddle clamps. Fence sections shall have top and bottom rails.

D. Provide interwoven 2" by 2" diamond mesh steel wire fabric, 11 gauge minimum chain-link. Knuckled or twisted selvage is acceptable. Barbed wire is not allowed.

E. Provide prefabricated fence panel gates of an appropriate size and location for Contractor's operations. Gates shall be double-padlocked. Owner will provide 1 lock keyed for County personnel for each entry, and Contractor will provide a lock for Contractor and Subcontractor entry at each gate. Hinged sides of each gate panel shall include double bracketing.

F. Bracing: provide additional panels or outriggers as necessary to provide a rigid, stable run of fence.

G. Provide warning signage every 50 LF of fence running line. Signage shall be a minimum of 18 inches square, brightly colored, with contrasting lettering as follows: "WARNING CONSTRUCTION KEEP OUT."

1. Where approved, Temporary PVC Fencing may be used in low-security, short term applications. Provide 4-ft wide rolls of orange PVC web fencing, 6-ft lengths of #5 deformed steel reinforcing bar for posts, and safety caps for the #5 reinforcing bar.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin work prior to receiving Notice to Proceed from Owner.

B. Verify that site improvement removal may safely and appropriately begin.

C. Obtain required permits and permission from local governing authorities and Owner prior to commencing work.

D. Prior to beginning site removals and clearing, meet with the Owner's Representative and review demolition plan. Indicate all existing trees that will be affected by construction and coordinate with Owner. Coordinate removal of landscape materials with the Owner's Representative, Civil Engineer, and County Arborist, if applicable.

3.02 GENERAL

A. Install perimeter Temporary Erosion and Sedimentation Control (TESC) measures in accordance with Section 015713, and flag or fence, as shown on plans, all clearing limits prior to clearing or grubbing of the site.

B. The Contractor shall note that the soils are very moisture sensitive, and the erosion potential of the site soils is high and that a significant amount of the clearing and earthwork will be conducted during wet weather. See

Geotechnical Engineering Report and Section 312200. The Contractor shall implement and employ means and methods necessary to execute site demolition work in accordance with the Contract requirements and project schedule.

C. The contractor shall schedule site demolition work to minimize existing soil disturbances. The Contractor's ability to perform site demolition work with the existing moisture sensitive soils may be impossible during different periods of the work and may require the contractor to cease operations until some soil healing occurs. Inactive workdays or wet weather days shall be expected and planned for in the Contractor's schedule and bid without extra cost to the Owner, except in abnormal wet weather cases. Abnormal wet weather cases shall be in accordance with the General Conditions. Time delays caused by the inability to perform work in existing saturated soils shall not be a basis for additional money or time claims.

D. Prior to commencing site demolition and clearing, locate and flag all limits. Save and protect all areas to outside limits or existing improvements to remain. Contractor shall repair to equal or better condition areas outside limits impacted by Contractor's work. Prior to site clearing and demolition, contact utility location service (both public and private) and have all underground utilities on the site and adjacent right of ways clearly marked. Locate, flag, and protect existing underground utilities to remain.

E. Approximate locations of existing utilities have been obtained from available records and are shown for convenience. The contractor shall be responsible for verification of the locations shown and for discovery of possible additional utilities not shown so as to avoid damage or disturbance. The underground utility location service shall be contacted for field location prior to any construction. The Owner's Representative shall be contacted if a utility conflict exists.

F. Protect from weather existing soils exposed by site clearing and demolition activities. Protect exposed soils from erosion by covering with straw mulch or plastic. Prevent disturbance from vehicular/construction traffic. Coordinate with TESC requirements in accordance with Section 015713.

G. Protect and maintain benchmarks and survey control points from disturbance during construction.

H. The Contractor shall provide temporary barricades, barriers, etc. as necessary to protect personnel, structures, and utilities to remain intact during the operation of this contract. Conduct work in such a way to prevent damage to adjacent buildings, structures, other facilities and injury to persons. The Contractor shall clean adjacent structures and improvements of dust, dirt or debris caused by demolition and clearing operations. Any damage to existing facilities to remain or to improvements on adjacent properties shall be repaired, replaced and/or reconstructed by the Contractor at their expense to its original condition or better as directed by the Owner's Representative.

I. Conduct site demolition and clearing in such a way to ensure minimum interference with roads and other adjacent properties. Do not close or obstruct streets or other occupied or used facilities without permission from authorities having jurisdiction.

3.03 CLEARING

A. Specifically locate and establish clearing limits by physical means as required by the documents. The chain-link security fence shall also be allowed to establish the clearing limits.

B. Clear areas of the site as required and designated for new construction. Remove trees and plantings in such a manner to protect those that are to remain. Cut and remove entire stumps of trees designated to be removed. Completely remove all roots, stumps, vegetation, and all other organic debris within the clearing limits as required for new construction and as indicated on the documents.

C. Save and protect trees indicated on plans to remain. Protect all off-site trees along adjacent roadways and on surrounding properties. Refer to Section 01 56 39 for tree and plan protection and extents of stump removal.

D. Remove growth and underbrush within the clearing limits as required for new construction and as indicated. Perform removal operations in a manner to protect existing property and trees and plants to remain.

E. Do not drive heavy equipment outside of clearing limits to perform any clearing or tree removal. Replace all fencing and TESC measures damaged by logging at no additional cost to the Owner.

F. Dispose of clearing debris off site in a legal manner. Remove all debris and litter found on-site.

3.04 GRUBBING

A. Grub or otherwise prepare areas where clearing has occurred to receive construction or other improvements.

B. Excavate and remove all stumps to depth as necessary (assume 3 feet for bidding purposes) to remove all organic material and roots associated with the stumps.

C. Excavate and remove roots larger than 1 inch in diameter, rocks, boulders, and other unsuitable materials.

D. Strip site to an average depth of 6 inches, with greater depth as required for stump and root removal listed above.

E. Use only hand methods for grubbing inside a 10-foot radius or the drip line (whichever is greater) of trees indicates to remain.

F. Any stripping volumes required beyond the assumed depth listed above will be compensated for by the Owner only if documented, reviewed and measured prior to removal by the owner’s Geotechnical engineer. No additional compensation will be made for additional stripping done without Owner’s Representative and Geotechnical Engineer’s review and approval.

G. Fill depressions caused by clearing and grubbing operations as indicated for the respective areas of work in these specifications. Compact to the appropriate level indicated per Section 312200.

3.05 DRAINAGE AND GROUNDWATER

A. Review and follow the Geotechnical recommendations concerning sub-grade protection.

B. Control all surface and sub-surface water in order to prevent damage to the project site and adjacent properties. Provide all means necessary to immediately resolve surface water drainage problems generated on the construction site. Protect disturbed areas from inclement weather and surface runoff during construction process to provide a suitable working platform for all phases of the construction. Provide proper grading to prevent standing water.

C. Intercept and route upstream stormwater around the project site as applicable.

D. Keep natural drainage ways open for drainage at all times. Provide erosion control and stormwater turbidity control facilities as required according to the Plan, Section 015713, and per the County inspector to prevent sediment transport and turbid stormwater discharge either downstream or offsite. TESC facilities shall be installed prior to clearing and demolition. At no time shall more than one foot of sediment be allowed to accumulate within a catch basin, ditch, or swale. All catch basins and conveyance ditches shall be cleaned prior to paving. Mud/sediment build-up shall be removed, and the cleaning operation shall not flush sediment-laden water into the downstream system.

E. Keep open pits and holes caused as a result of demolition work free of standing water. All water shall be discharged in a stabilized manner to the site TESC system.

F. Keep all trenches, holes and pits free of water during clearing, grubbing, excavation, construction of structures and installation of drains. Control surface run-off in order to prevent collection of water in areas not indicated to hold run-off.

G. Prior to clearing and demolition, in the event dewatering is required, submit to the Owner's Representative a statement of the method, installation, and details of the dewatering systems in accordance with Division 1. Provide, install, and operate all necessary equipment to keep excavations free from water during construction. Dewater and dispose of the water in order to not cause damage to public/private property or to cause a nuisance/menace to the public. The Contractor shall have at all times sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outages. Have available, at all times, competent workers for the operation of the pumping equipment.

H. Control ground water to prevent softening of the base of the excavation or formation of quick conditions or boils during excavation. Design and operate dewatering systems in order to prevent removal of natural soils and to eliminate turbidity of the discharge water.

3.06 GENERAL SITE REMOVALS

A. Remove and dispose of concrete, asphalt, fences, landscaping, topsoil, piping, and other obstructions in areas to be cleared. Materials not designated for salvage shall be broken up, loaded, and legally disposed of by the Contractor. Care shall be taken removing items to ensure that damage does not occur to the existing trees and improvements which are to remain in place.

B. Sprinkle excavated material and access roads as necessary to limit dust to the lowest practicable level. Do not use water to such an extent as to cause flooding, contaminated runoff, or icing.

C. Explosive blasting is forbidden.

3.07 PAVEMENT DEMOLITION

A. Raze, remove, and dispose of curb, concrete and asphalt pavements and appurtenances, concrete sidewalks, and other Pavement removals adjacent to existing pavement to remain shall be accomplished by making a neat vertical sawcut at the limits of removal for asphalt and to the nearest joint on concrete. All concrete sidewalk removals shall be sawcut at the next adjacent joint. Adjacent pavement materials designated to remain that are damaged by the Contractor during the work shall be replaced at no additional cost to the Owner.

3.08 UTILITY DEMOLITION

A. Contractor shall coordinate with applicable utility owners, purveyors and Owner's Representative to provide timely completion of utility removal work to be done by others. Installation of temporary utilities may be required to accomplish the required work and shall be considered incidental to the work.

B. Locate all existing underground and above ground utilities in the area of work. Save, support and protect utilities to remain. All utility piping and structures not designated for removal are to remain until new services are tested and in operation and shall be protected during construction unless indicated otherwise. Damage to existing utilities which are to remain shall be repaired immediately at the Contractor's expense. In the event the Contractor encounters utility lines not shown on the site plan or otherwise indicated to be saved, removed, or abandoned, the location of such lines shall be marked in the field and the Owner's Representative notified.

C. Locate, identify, disconnect, remove, and dispose of utilities to be shown to be demolished. Arrange with utility owners and purveyors to shut off indicated utilities. Disconnect and/or remove existing utilities and/or structures as shown on plans and any additional utilities found in the construction area that conflict with improvements as part of this work.

D. Asbestos piping: This project may contain existing asbestos cement utility piping and may be encountered during the demolition work. The existing asbestos cement piping shall be demolished or abandoned in place as necessary and in accordance with the local, State and federal regulations.

E. Abandoning Water Facilities:

1. Shall be performed in accordance with the current edition of the City of North Bend Standards and Specifications and coordinated with City of North Bend, WA State DOH, and Sallal Water Association personnel.

2. Completely remove all existing utility piping and structures within the building and structure footprints. In other areas remove all utility piping as necessary to complete improvements and where utility will be less than 4 feet below finished grade.

3. Abandon all pipes not in use but allowed to remain, unless designated otherwise on plans or in specifications, in accordance with WSDOT Section 7-08.3(4).

3.09 FILLING DEPRESSIONS

A. Fill depressions caused by clearing, grubbing, demolition and utility removal operations shall be accordance with Section 31 22 00 and shall meet all criteria specified for moisture and compaction with respect to the future conditions designated for that area. The Contractor use caution if using common backfill materials due to their moisture sensitivity. The contractor is responsible and shall install satisfactory soil materials to accomplish the work. The demolition excavation and backfill shall be incidental to the Site Demolition work.

3.10 STRIPING REMOVALS

A. Removal of existing thermoplastic or paint striping on existing pavement to remain shall be completed by hydro-blasting or approved equal.

3.11 DISPOSAL OF MATERIALS

A. Refer to Section 01 74 19 Construction Waste Management.

B. All site demolition materials shall become the Contractor’s property unless otherwise noted in the project documents.

C. The refuse resulting from site preparation shall be disposed of by the Contractor in a manner consistent with all government regulations. In no case shall refuse material be left on the project site, shoved onto abutting private properties, or be buried in embankments or trenches on the project site. Debris shall not be deposited in any stream or body of water, or in any public right-of-way or upon any private property except by written consent of the private property owner. On-site burning is not allowed. Maintain hauling routes clean and free of any debris resulting from work of this Section.

D. The Owner encourages the salvage and recycling of materials from demolished structures. The Contractor shall salvage or recycle, in an acceptable manner to environmental agencies and the Owner, at his/her option any of the materials designated for disposal.

E. Non-salvageable or non-recyclable demolition, contaminated soils, and creosote debris shall be transported to an approved lined landfill with a leachate collection system.

F. The Contractor has the option to secure its own demolition debris, asphalt, concrete, and creosote materials disposal or recycle site(s) provided it has acquired all permits and approvals necessary from governing agencies and the Owner.

G. The Contractor shall submit to the Owner's Representative copies of trip tickets and receiver tickets for all material transported to approved landfills and/or recyclers to ensure disposal at proper facilities. Trip tickets will not be used to quantify material.

H. Leave the project area in a neat and orderly condition to meet the approval of the Owner/Owner's Representative.

3.12 CONSTRUCTION FENCING

A. Contractor shall install construction fencing including gates as necessary to secure site. Fence shall be inspected and maintained on a regular basis.

B. Contractor shall coordinate any work outside of construction fencing with the Snoqualmie Valley School District prior to performing work.

C. Secure the project site from trespass or unintentional entrance by unauthorized personnel.

D. All disturbed ground stockpiles, staging and on-site transport routes shall be fully enclosed by a perimeter security fence. Areas either under construction or completed but not specifically accepted by the Owner's Representative as Substantially Complete shall be completely enclosed. Areas included in the Contract but not yet under construction may be left open to public access at the discretion of the Owner's Representative.

E. Temporary chain link fence panels shall be connected mechanically by means of pre-fabricated, bolted brackets manufactured specifically for the purpose. Fence panels shall not be wired together.

F. Where long straight runs result in an unstable condition, sufficient out-rigging shall be incorporated to maintain fencing upright. Use only pre-manufactured outriggers or additional fence panels. Out-riggers shall be placed on the interior side of the fence unless approved by the Owner's Representative. Alternatively, and where appropriate, a "zig-zag" arrangement of panels for stability may be used.

G. Uneven Terrain: Where uneven terrain will not allow the use of pre-manufactured portable fence panels, or where otherwise directed by the Owner's Representative, drive posts directly into the earth plumb and 8 ft on center along the approved alignment. It is the Contractor's responsibility to perform a complete locates for underground utilities in any area to receive driven posts. Drive posts to sufficient depth to assure stability and durability for the life of the installation, maintaining a minimum of 6 ft above grade. Reset loose posts at the direction of the Owner's Representative. Secure chain link fabric to posts using approved wire ties within 6 inches of the top and bottom of each post, and a minimum of 18 inches on center between. Provide posts at each end of each driven post installation at a point that is sufficiently level to clamp prefabricated portable fence panels directly to the driven post installation.

H. Where approved, temporary PVC Fencing may be installed in low-security, short term applications. Attach 4-ft wide rolls of orange PVC web fencing with wire ties to driven 6-ft #5 deformed steel reinforcing bar posts located at 5 ft on center. Cap each reinforcing bar with a safety cap manufactured for the #5 reinforcing bar.

3.13 TREE PROTECTION FENCING

A. Tree protection fencing shall be installed in accordance with the plans and coordinated with the Landscape Architect.

3.14 REMOVAL OF TREE PROTECTION AND SECURITY FENCING

A. Remove Temporary Tree Protection and Security Fencing within 2 weeks of establishment of the Contract Work as Substantially Complete. The Owner reserves the right of transfer of any rental agreement or contract for Temporary Fence installations, with the cost of eventual removal to be covered by the Contractor upon transfer.

3.15 PROTECTION OF STOCKPILES

A. Protect stockpile areas from release of sediment. Cover stockpiles at all times while not in use to keep stored material dry. Surround materials stockpiled on pavement by two rows of straw bales or compost filter sock with joints staggered.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Work includes but is not limited to the following:

1. Accomplishing indicated and required excavation, filling, compaction, and rough grading as required for sidewalks, parking lot, site grading, utility construction, and the construction of other miscellaneous improvements.

2. Protection and conditioning of on-site materials.

3. Removing and disposing of materials that are unsuitable for reuse from the site.

4. Importing any additional required materials.

5. Coordinating earthwork operations with the other work of the Project.

B. Work shall be in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, latest edition, Washington State Department of Transportation/APWA.

C. Related sections include but are not limited to:

1. Section 31 10 00 – Site Preparation

2. Section 31 41 33 – Trench Safety

3. Section 32 12 16 – Asphalt Paving

4. Section 32 13 13 – Concrete Paving

5. Section 33 40 00 – Storm Drainage

1.02 REFERENCES

A. AASHTO T176 Plastic Fines in Graded Aggregates and Soils by use of the Sand Equivalent Test.

B. ASTM D1556-90 Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ASTM C136 Standard Method for Sieve Analysis of Fine and Coarse Aggregate.

D. ASTM D1557-91 Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/cu ft).

E. ASTM D2922-91 Standard Test methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. City of North Bend Public Works Standards, June 2018.

G. King County Surface Water Design Manual, 2021 with 2024 Amendments.

H. City of North Bend Clearing, Grading, Filling, and Drainage Code, Chapter 19.10.

I. WSDOT STD PLAN - Standard Plans for Road, Bridge and Municipal Construction (M 21-01), Washington State Department of Transportation/APWA.

J. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, latest edition; Washington State Department of Transportation. Standard Plans, current edition.

K. Geotechnical Engineering Report prepared by Associated Earth Sciences, Inc for Opstad Elementary School Parking Area, dated July 31, 2024.

1.03 SUBMITTALS

A. Comply with Section 01 30 00.

B. Samples:

1. Submit sieve analysis of each type of material from an independent testing agency. Review and acceptance of a sieve analysis does not constitute approval of the actual product, which may be subject to additional testing at any time.

2. Submit to onsite Geotechnical Engineer a 50-pound sample of proposed fill material at least seven (7) days prior to importing material to the site.

C. WSDOT pit certifications for each pit.

D. Health and Safety Plan - Prepare and submit a Worker Health and Safety Plan. Although certain requirements are identified here and elsewhere in these specifications, it is the sole responsibility of the Contractor to provide a safe work environment and adequate protection to individuals under their employ. Maintain a copy of the Health and Safety Plan in a conspicuous location on the Job Site and reinforce the requirements of the document at weekly Job Site Safety Meetings.

E. Safety Products - Submit for the Engineer’s approval manufacturer’s product data for each worker safety product specified.

F. Provide current calibration certificates for each piece of mechanical monitoring equipment to be used in the work. Perform field testing of equipment for the Engineer’s approval prior to commencing excavation.

1.04 EXISTING CONDITIONS

A. Protection of existing improvements:

1. Provide protection necessary to prevent damage to existing vegetation and improvements not indicated for removal. Restore site improvements, including but not limited to landscaping, pavement, walks, structures, fences and planters, damaged by this work to their original condition, as acceptable to Owner’s Representative. Restore to original grades and conditions, areas adjacent to site disturbed or damaged as a result of site preparation and demolition work.

2. Minimize the impact to the surrounding area during construction and installation of utilities and other improvements by using the minimum size of equipment required to perform the work.

1.05 DELIVERY, STORAGE AND HANDLING

A. Stockpile materials on site within clearing limits and at approved locations. The Contractor shall be responsible for delivery coordination, placement and protection of stockpiled material.

B. Direct surface water away from stockpile site to prevent erosion and/or deterioration of materials. Place stockpile or grade site surface around stockpile to prevent ponding of surface water.

C. Remove stockpile and construction debris, restore area as indicated on plans or to pre-existing state, leave area in a clean and neat condition.

D. Trench spoils and stockpiles shall be located at least 6 feet from edges of trenches and excavations and shall be graded such that surface water is prevented from discharging into excavations or trenches. Large stock piles from site grading should not be located within 20 feet of utility trench excavations.

1.06 DIMENSIONS AND LAYOUTS

A. Furnish, set, and mark all line location stakes. Assign a qualified layout engineer, surveyor, or technical specialist for this work; this person shall be on site at all times when work requiring control is being performed, together with necessary equipment, supplies and instruments related thereto. This equipment and personnel must be available, at any time and at no additional cost to the Owner, for the purpose of verifying layout, grades, and certifying the accuracy of work on the site.

B. Preserve benchmarks and stakes and replace stakes or benchmarks that are displaced or missing.

1.07 MANUFACTURER'S QUALIFICATIONS

A. The Contractor shall select materials that are products of firms that are regularly engaged in the manufacture of the specified materials.

1.08 BASE BID REQUIREMENTS

A. The contractor shall include in the base bid all costs of achieving final grades as shown on the Contract Documents including all excavation to suitable bearing soil, export, legal disposal, import, placement, compaction, and protection. The existing conditions are represented by the Project Survey and documented in the Geotechnical Report. The Geotechnical Report is included in the Project Manual for reference only. The Contractor accepts the provided information as existing condition upon commencing land disturbing clearing or earthwork activities.

B. The Contractor has the option to perform, at their own expense, a topographic survey of existing conditions and submit their survey for Owner's Review and approval for use for earthwork calculations prior to Contractor's land disturbing clearing or earthwork activities.

C. The cost of excavation and off-site disposal of material and imported fill and its placement and compaction required to meet sub-grade elevations as defined in the Contract Documents shall be included in the base bid amount and shall not be compensated using unit prices. In the base bid it should **not** be assumed that the on-site soils may be used as structural fil, common fill, utility trench backfill or bedding material, or fill in landscape areas.

D. Subgrade: For the purpose of the Contractor Bid, the following shall define the required base bid subgrade elevations after stripping:

1. Detention: One (1) foot below the bottom of the detention system elevation.

2. Paving: The elevation of bottom of paving section.

3. Utilities Trenches: The elevation of the bottom of pipe bedding.

4. Bioretention Areas: The elevation of bottom of bioretention section (see Civil Plans).

5. Landscape: The elevation below the stripping depth or the soil planting (see Landscape Plans).

E. If the Contractor's sequencing of the Work includes stock piling and double handling of materials, it shall be included within the base bid amount and shall be at no additional cost to the Owner.

F. Note per geotechnical investigation that the onsite soils may be moisture sensitive and will likely be impossible to work with or utilize during periods of wet weather. The soil integrity will be influenced by weather conditions and by the Contractor's sequencing, handling and protection of the material. It is the sole responsibility of the Contractor to protect the soils from wet weather conditions, and/or disturbance from construction activities. The Contractor shall review and follow recommendation as outlined in the geotechnical report for subgrade protection and wet weather considerations. Failure by the Contractor to do so shall not be compensated using Unit Prices.

G. The Contractor shall be solely responsible for all unauthorized excavation and import and shall be at no additional cost to the Owner. The Unit Price shall not be applied to unauthorized excavation or import. Unauthorized excavations shall be backfilled with structural fill and compacted as required.

H. Removal, disposal, and placement of soils deemed unsuitable as a result of the Contractor's sequencing, handling and protection of the materials will not be compensated using unit prices.

1.09 UNIT PRICES:

A. Refer to Section 01 22 00, for description of unit prices for over excavation and off-site disposal of unanticipated unsuitable soils and imported structural fill to replace un-anticipated over-excavated materials.

B. Contractor shall notify the Architect, Owner, and Testing Agency/Owner's Geotechnical Engineer when work designated as a unit price is to be performed. No work associated with the unit price shall be performed until direction to proceed is received from the Owner's representative. Measurement of material shall be as specified in these specifications and shall be completed prior to work being covered. Contractor shall not receive credit or payment for work designated as a unit price if the Contractor fails to properly facilitate measurement of materials.

C. The Contractor shall be compensated at their bid unit price per Division 1 only as verified and documented by Owner's testing agency or Geotechnical Engineer in the field. All work must be pre-approved in writing by the Owner's representative. No compensation will be made to the Contractor for unverified and undocumented quantities.

1.10 QUALITY ASSURANCE

A. Crew Foreman shall have a minimum of six years working experience and four years' experience as foreman performing similar work.

B. All work shall comply with WSDOT Standard Specifications and City of North Bend Standards. Where in conflict the City of North Bend Standards will prevail.

C. Testing:

1. The Owner will engage a qualified independent Geotechnical Engineer and/or testing agency to perform field quality-control testing including but not limited to, soil bearing verification, fill compaction testing, and laboratory gradation and other index testing of on-site and imported materials for compliance with these specifications.

2. If the material is found to be non-compliant with the Contract, the Contractor shall bear the cost of testing, removal of all non-compliant materials from the project site, and replacement of the materials with materials meeting the requirements of the Contract.

D. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.

E. Grading Tolerance: Finished grade will match contours and elevation shown will be within 1/10 foot.

PART 2 PRODUCTS

2.01 FILL MATERIALS

A. Approval of Fill Material: All material which is proposed to be used as fill, bedding or backfill shall be graded and tested for moisture content and compactability. Gradation and test results shall be submitted for review and acceptance by the Owner's Geotechnical Engineer prior to placement of fill. Materials shall be checked during the course of importation to ensure they continue to meet the Specifications.

1. Material used for fill shall be appropriate to the site and the intended for use in that portion of the site.

2. On-site soils may be not be used as structural fill, utility trench backfill or bedding material, or fill in landscape areas. All required fill and backfill shall be imported material.

3. Topsoil shall not be used as a fill material.

4. No frozen or thawing material shall be used as fill.

B. Utility Trench Backfill:

1. On-site material may not be used as Utility Trench Backfill. All Utility Trench Backfill shall be imported material meeting the requirements of structural fill material.

2. During the rainy season (October through April) shall be:

a. Gravel Borrow in accordance with WSDOT 9-03.14(1), with the exception that the percent passing the US No. 200 sieve shall be limited to 5%.

b. Recycled material generated on-site is **not** allowed for use as utility trench backfill.

3. During the dry season (May through September) shall be Gravel Borrow in accordance with WSDOT 9-03.14(1).

C. Pipe Bedding:

1. Storm and sewer solid wall pipe bedding shall be Gravel Backfill for Pipe Zone Bedding in accordance with WSDOT Section 9-03.12(3).

2. Perforated drain pipe bedding shall be Gravel Backfill for Drains in conformance with WSDOT 9-03.12(4).

D. Gravel Backfill for Drains: shall be in accordance with WSDOT 9-03.12(4).

E. Washed Rock: shall be in accordance with Gravel Backfill for Drains.

F. Crushed Surfacing Top and Base Course shall be in accordance with WSDOT Section 9-03.9(3).

G. Gravel Borrow: per WSDOT Section 9-03.14(1) except that the percent by weight passing the U.S. No, 200 sieve shall not exceed 5 percent.

H. Structural Fill:

1. All fill placed under detention system, roadways, sidewalks, parking lot, and other paved areas, including utility trench backfill beneath these areas shall be “Structural Fill” unless otherwise authorized by Owner’s Representative.

2. Structural fill:

a. During the dry season shall be an imported well-graded sand and gravel material free of organic material, debris and other deleterious material, meeting the requirements of WSDOT Standard Specifications section 9-03.14(1), Gravel Borrow modified such that 100 percent passes the 1-1/2 inch sieve.

b. During the rainy season, structural fill shall be washed crushed rock or select granular fill consisting of well-graded sand and gravel or crushed rock free of organic material, debris and other deleterious material meeting the requirements of WSDOT Standard Specifications section 9-03.9 Aggregate for ballast and crushed surfacing or 9-03.14(1) Gravel Borrow, with both having less than 5 percent passing the U.S. Standard No. 200 sieve, and at least 30 percent retained on the No. 4 sieve.

I. Structural fill placed in maximum 8-inch loose lifts, with each lift being compacted to at least 95% of the modified Proctor maximum density using ASTM D1557. Structural fill shall be placed and compacted within 2 percent of the optimum moisture content.

J. The Contractor shall use best management practices to protect soils during construction and shall be familiar with wet weather soil work.

K. Quarry Spalls: Quarry Spalls shall be in accordance with WSDOT Section 9-13.6 except maximum size shall be as noted on Plans.

2.02 IMPORTED RECYCLED CRUSHED MATERIALS

A. Recycled material generated off-site should not be used onsite without approval from the geotechnical engineer and acceptance by the Snoqualmie Valley School District. The use of recycled material will be subject to performance criteria, gradation requirements, and hazardous materials testing in conformance with WSDOT 9-03.21(1). Recycled glass and steel furnace slag is not allowed. Imported recycled material is not allowed for use as utility trench backfill within the ROW.

2.03 BIORETENTION AREAS

A. Bioretention soil, mulch, and plantings shall be per Landscape.

B. Washed Sandy Gravel:

1. Bioretention base aggregate shall be ¾" washed sandy gravel meeting the following particle analysis gradation:

SCREEN SIZE	% PASSING
3/4"	100
#4	28-56
#8	20-50
#50	3-12
#200	0-1

2.04 FILTER FABRIC

C. Filter fabric indicated in drainage applications shall be Non-woven Mirafi 140N or approved equal, unless otherwise noted on plans.

D. Filter fabric under gravel working pads should be Mirafi 500X or approved equal, unless otherwise noted on the plans.

E. Filter fabric at stormwater detention systems should be per the manufacturer recommendation: ADS GEOSYNTHETICS 601T non-woven geotextile.

2.05 COCONUT FIBER MATTING

A. Coconut fiber matting shall be of clean, wheel-spun coconut fiber material (coir), woven with uniformly twisted strands into a flexible mesh. The fabric shall have the following properties:

MATERIAL PROPERTY	SIZE OR LIMIT	TESTING STANDARD
Tensile Strength (wet)	38 x 24 lb/inch	ASTM D 4595
Elongation (wet)	47% x 44%	ASTM C 4595
Weight	400 grams / square meter	ASTM D 3776
Open Area	65% maximum	Measured

2.06 SAFETY, MONITORING, AND RESPONSE EQUIPMENT

A. The Contractor shall provide barricades, safety guards, temporary fencing, signage and/or other methods to secure trenches, open excavations, and other unsafe conditions resulting from this construction. Undertake work in full compliance with all applicable regulatory requirements.

2.06 CONDUCTIVE WARNING TAPE

A. Conductive warning tape is required over all pipes and shall be located 12-inches below the proposed finished subgrade. Tape shall be manufacturer's standard permanent, bright-colored, continuous printed plastic tape, aluminum backed, intended for direct-burial service. Tape shall be not less than 6" wide x 4 mils thick. Tape Schedule:

PIPING	**COLOR**	**WORDING**
Storm	Green	Caution Buried Storm Line
Electrical	Red	Caution Buried Electrical
Irrigation	Purple	Caution Buried Water

PART 3 EXECUTION

3.01 GENERAL

A. All earthwork shall conform to the Washington Administrative Code (WAC) 296-155 requirements for Excavation, Trenching, and Shoring.

B. Supplemental to these requirements the Contractor shall note the possibility that THE EXISTING SITE SOILS MAY BE MOISTURE SENSITIVE AND THE EROSION POTENTIAL OF THE SITE SOILS COULD BE HIGH. The Contractor shall expect to perform site earthwork during the spring, summer, and fall months. The Contractor shall not assume that the on-site soils are suitable for re-use during wet weather conditions. The Contractor shall implement, and employ means and methods necessary to execute earthwork in accordance with the Contract requirements and project schedule. The Contractor shall execute earthwork activity to minimize existing soil disturbances. Inactive workdays or wet weather days shall be expected and planned for in the Contractor’s schedule and bid without extra cost to the Owner, except in abnormal wet weather cases. Abnormal wet weather cases shall be in accordance with the General Conditions. Time delays caused by the inability to perform work in existing saturated soils shall not be a basis for additional money or time claims.

3.02 SAFETY MONITORING AND RESPONSE

A. Maintain conformance to the Contractor’s Health and Safety Plan.

3.03 PROTECTION OF EXISTING FACILITIES

A. Utilities:

1. The Contractor shall protect from damage private and public utilities in accordance with WSDOT Section 1-07.17. The Contractor shall, before excavation begins, call the Utilities Underground Location Center 1-800-424-5555. The Contractor shall pay for location of existing utilities.

2. The Contractor shall, at their own expense, make excavations and borings ahead of the work, as necessary, to determine the exact location of utilities and underground structures.

3. It is understood that there will be interfering utilities, service laterals and other underground pipes, drains, or structures encountered that are not shown or areas shown incorrectly on the plans or have not been previously discovered in the field. The contractor agrees this is a normal and usual occurrence in the construction of underground improvements. Furthermore, Contractor understands and agrees that work in some cases must be done in close proximity to said utilities and underground pipes, drains, and structures not shown or shown incorrectly on the plans which may require a change in operations and may cause sloughing of the trench, additional traffic control, additional pavement and backfill costs and time. The Contractor agrees that these occurrences are usual and ordinary and are reflected in the Bid and plan of operation.

B. Pavement: The Contractor shall protect from damage all pavement or paved areas including curbs intended to remain. The contractor shall be responsible for replacement if damage occurs to pavement or curbs to remain.

1. Access Streets and Roadways: Provide wheel cleaning stations per Section 31 10 00.

2. Repair and/or replacement of damaged facilities will be accomplished at the Contractor's expense.

3. Dust Control: Per Section 31 10 00.

3.04 PROTECTION OF WORK IN PROGRESS

A. It is the responsibility of the Contractor to protect all work in progress from damage due to extremes of cold, moisture, or drying, or mechanical damage from equipment traffic or foot traffic. Alert the Owner's Representative to the presence or likelihood of conditions that may adversely affect the quality of the work, the physical structure of soils, or transport of site soils off-site.

B. Do not work on, or utilize frozen soils.

C. Protect soils from excessive moisture. During periods of prolonged precipitation, take aggressive steps to avoid over-saturation, erosion, or homogenization of soils by covering with protective plastic sheeting, collection and controlled dewatering, detention for sediment removal, and not disturbing wet soils. It shall be the Contractor's sole responsibility to manage soils that are too wet or too dry for use.

D. Apply supplemental moisture to overly dry soils, but not to the extent that would cause runoff, puddling, or erosion.

E. Do not operate heavy equipment near excavations where trench wall or slope failure may result.

3.05 SITE GRADING

A. Required contours and elevations are shown on the Drawings; if indicated information conflicts with actual conditions, notify Owner's Representative and obtain direction before proceeding with grading of area in conflict.

B. In areas to be graded, remove trees as indicated in plans, brush, and other deleterious material.

C. Remove organic topsoil and stockpile in accordance with Section 31 14 00 and grub any remaining roots in accordance with Section 31 10 00.

D. Provide subgrades required for various backfill soils and soil amendments as shown on Plans and Details.

E. Following clearing, grubbing, stripping, excavations to reach subgrade and prior to placement of any fill, the exposed subgrade in areas to be occupied by paving, or structures shall be proof rolled and compacted to a dense, unyielding condition with a loaded dump truck, large vibrating roller or equivalent. Site clearing, proof rolling and compacting shall be observed by the Owner's Geotechnical Engineer to identify soft spots or unsuitable material. Over-excavate per the Owner's Geotechnical Engineer's recommendations areas that cannot be reworked and/or compacted. Replace over excavated material with imported structural fill unless otherwise directed.

F. Unless otherwise approved or not recommended during winter construction by the Owner's Geotechnical Engineer, scarify soils surfaces to receive compacted fill to a depth of at least eight (8) inches. Moisture condition scarified soil to obtain moisture to near optimum moisture content. Compact scarified soils to a minimum relative compaction as listed in this section.

G. Place fill in controlled layers in thicknesses that are compatible with the type of equipment being used. Do not exceed a loose thickness of eight (8) inches for each fill layer. Compact each layer to a minimum relative compaction as listed in this Section. Determine the field density of the compacted soils by the ASTM D2922 and D3017 test method.

H. All areas to receive compacted fill shall be field reviewed and tested by Owner's Geotechnical Engineer prior to the placement of new fill.

I. Fill soils shall be granular and shall meet the specifications graduation requirements. The testing agency shall evaluate and/or test material for its conformance with specification prior to delivery to site. The Contractor shall notify the Owner's Geotechnical Engineer 72 hours (three working days) prior to importing fill to the site.

J. The Owner's Geotechnical Engineer shall observe the placement of compacted fills and conduct in place field density tests on the compacted material to check for adequate moisture content and required relative compaction. Where less than required relative compaction or inadequate moisture is indicated, remove and replace the substandard fill or apply additional compaction effort and moisture conditioning as necessary until relative compaction, as specified in this section, is achieved. Additional testing (re-testing) is at the Contractor's own expense.

K. Provide a level testing pad for Owner's Geotechnical Engineer's field density tests.

L. The Contractor shall grade the site and control drainage at all times to prevent water from ponding in construction areas and/or flowing into excavations. Exposed grades shall be crowned, sloped, and smooth drum-rolled at the end of each day to facilitate drainage. Accumulated water must be removed from subgrades and work areas immediately prior to performing further work in the area. Soil deemed unfit due to Contractor's inattention to drainage or lack of soil protection shall be replaced with imported structural fill at the Contractor's own expense.

M. Perched ground water could be encountered in excavations completed during construction. See Geotechnical Engineering Report. The Contractor shall be prepared to intercept any ground water seepage entering the excavations and route it to a suitable discharge location.

N. Slope prepared surfaces to have positive drainage and direct flows to TESC facilities.

O. Refer to Tree Protection in the Drawings and specifications for grading in the vicinity of trees to be protected.

3.06 TEMPORARY EXCAVATIONS AND TRENCHING

A. The Contractor is responsible for the stability and safety of all temporary slopes. Refer to WISHA or OSHA regulations for guidance regarding maximum recommended temporary and permanent slopes on site.

3.07 BIORETENTION

A. Installation of bioretention areas shall be per plan and shall meet the City of North Bend Standards and Requirements.

B. Contractor shall provide protection from all vehicular traffic, equipment and material staging, and foot traffic in bioretention areas during, and after construction.

C. If bioretention areas are used as sediment traps excavate to 2-feet above the subgrade elevation.

D. Extreme care shall be taken during the installation and removal of the sediment traps to limit any compaction of the existing soils in the location of the bioretention areas.

E. After removal of the sediment trap, the Contractor shall excavate to subgrade and scarify the existing material 12-inches below subgrade.

F. Contractor shall coordinate with the Geotechnical Engineer to inspect subgrade prior to installation of bioretention gravel and soils. Contractor shall be required to excavate further and back fill with bioretention gravel if subsurface soils have been impacted by the use of the facility as sediment storage.

G. Per City of North Bend Standards, verification testing will be required to demonstrate that the facility performs as designed. Contractor shall coordinate with the City of North Bend inspector and the geotechnical Engineer to perform the required saturated hydraulic conductivity tests. This test shall be performed after the surrounding site is stabilized and prior to installation of gravel within bioretention section. Re-testing shall be at the contractors own expense.

H. Following the installation completion of aggregate but prior to the placement of bioretention soil, the Contractor shall provide interim survey of the following for review and confirmation that it meets design by Engineer:

I. Surface elevation of the aggregate at the bottom of the bioretention area.

J. Rim of overflow drain.

K. Invert of all piping discharging to bioretention area.

L. Following the installation of the bioretention soil but prior to any planting within the bioretention areas, the Contractor shall provide “as-built” surveyed elevations and location of top and bottom of bioretention area to accurately define the installed size and elevations.

M. Contractor shall protect bioretention area from all turbid stormwater runoff after installation. Stormwater is not allowed to enter bioretention areas during cleaning and flushing operations.

3.08 PREPARATION

A. Subgrade preparation and protection shall be per Section 2-06 of WSDOT, except Contractor shall perform all staking.

3.09 EXCAVATION, EMBANKMENT, AND BACKFILLING

A. General:

1. Maintain trenches such that no damage will occur to any foundation, structure, pole, utility or other facility due to sloughs or any other cause. If as a result of trenching operation, there is disturbance of the ground which may endanger or damage other property and require repair, the Contractor shall take remedial action at no additional expense to the Owner.

2. Provide dewatering, shoring and other types of stabilization, in addition to shoring required for Safety by State codes to maintain the integrity of the trench or excavation and protect adjacent utilities or structures. All earthwork shall conform to the Washington Administrative Code (WAC) 296-155 requirements for excavation, trenching and Shoring.

B. Excavation Material:

1. Common Excavation: The naturally occurring sand, gravel, clays, or mixtures of the above, required to be moved for the construction of the project and for the establishment of proposed site grades. Common excavation material shall be moved with the use of mechanical equipment, such as shovels, loaders, bulldozers, graders, rippers, etc., but shall not require drilling and blasting or drilling and line breaking. Excavation by sluicing method will not be permitted.

2. Unsuitable Excavation: Shall consist of unstable materials, such as topsoil, peat, muck, water-impregnated clays, yielding or wet soils, swampy or other undesirable materials, including buried logs, stumps, abandoned utility and product delivery lines, or trash. Excavated material shall be replaced with Structural Fill.

3. Unsuitable materials beneath structures, roadways, or embankments shall be removed to the depth designated by the Owner’s Representative and backfilled with Structural Fill.

C. Trench Excavation, bedding and backfill for Storm Drains:

1. Trench excavation, foundation bedding, and backfill for Storm Drains shall be in accordance with this Section, WSDOT Section 7-08.3(1) and City of North Bend Standards.

2. Backfilling of trenches in the vicinity of structures shall not take place until the cement in the masonry has become thoroughly hardened. Walking on the pipe shall not be allowed until at least one foot of backfill material has been placed upon it.

3. Backfill shall be in accordance with the plans and WSDOT Section 7-08.3(3) of with the following exception: In-place density will be determined by ASTM D6938-17a - Test for Density of Soil in-place by the nuclear method.

D. Catch Basins, Manholes, and Similar Structures:

1. Excavate to a distance necessary to allow required soil compaction between sides of excavation and outer surfaces of structure between sides of excavation and outer surfaces of structure. Take care to excavate to exact depths required; fill over excavation with compacted backfill for utility trenches.

2. Excavation and backfill shall be in accordance with WSDOT Section 2-09 and City of North Bend Standards unless otherwise noted in the Project Documents.

3.10 DISPOSAL OF EARTH MATERIALS

A. Contractor shall remove all excavated material from the site, and legally dispose of excess material off site, at Contractor's expense.

3.11 FIELD QUALITY CONTROL

A. General: Control soil compaction during construction providing minimum percentage of density specified for area classification. In landscape areas, do not allow equipment traffic to overly compact areas beyond specified percentages. Remediate over-compaction as directed by the Engineer including ripping, re-grading and re-compaction or over-excavation and in-kind replacement per plan.

B. Percentage of Maximum Density Requirements: Compact soil to not less than the percentages below for maximum density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D1557; and not less than the following percentages of relative density.

C. Compaction:

1. Compact all fill and backfill to prevent subsequent settlement.

2. Water settling or jetting will not be permitted as a means of compaction.

3. Furnish heavy rollers or compactors except as follows:

a. Use pneumatic hand tampers for trenches and areas not accessible to heavy equipment.

4. Required compaction: Compact fill and backfill to the following minimum relative compaction (percentage of maximum dry density determined in accordance with ASTM D1557).

Locations	Required Minimum Relative Compaction
Utility Trenches: (under non roadway and greater than 2 feet below surface below walks and roadways)	90%*
Under Storm Systems and Utilities	95%
Under Walks and Pedestrian Paving	95%
Subgrade in Planting and Landscape areas	85%-90%*
Subgrade in lawn areas	90%
Planting soils (not tested)	85%
Structural fill	95%
Parking and vehicular drive lanes	95%

* Firm and unyielding suitable for support of construction equipment per Geotechnical Engineer is acceptable.

D. Moisture Control:

1. Before compaction, moisten or aerate each layer as necessary to provide optimum content. Compact each layer to required percentages of maximum dry density or relative dry density for each area classification.

2. Do not perform compaction operations on excessively wet soils.

3.12 DISPOSAL OF EXCESS AND/OR WASTE MATERIALS:

A. Remove from the Owner's property, all waste materials, including unacceptable excavated material as determined by the Owner’s Representative, trash and debris, and dispose of it off site in a legal and timely manner. Provide dump receipts from an approved dump site if directed.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. This section specifies requirements for the safety systems to be used in all excavation activities, including but not limited to storm and electrical trenches, and excavation for grading and stormwater detention and water quality facilities (bioretention).

1.02 RELATED SECTIONS

A. Coordinate related work specified in other parts of the Project Manual, including but not limited to the following:

1. Section 31 1000 – Site Preparation
2. Section 31 2200 – Earthwork
3. Section 33 4000 – Storm Drainage

1.03 REFERENCES

A. R.C.W. Chapter 49.17 WISHA.

B. WAC 296-155 Safety Standards for Construction Work.

C. WAC 296-155-660.

D. R.C.W. Chapter 39.04.180 Public Works/Trench Excavations - Safety Systems Required.

E. City of North Bend Public Works Standards, June 2018.

F. King County Surface Water Design Manual, 2021 with 2024 Amendments.

G. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, 2024, Washington State Department of Transportation/American Public Works Association; Washington State Department of Transportation. Standard Plans, current edition.

H. Geotechnical Engineering Report prepared by Associated Earth Sciences, Inc for Opstad Elementary School Parking Area, dated July 31, 2024.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 EXCAVATION SAFETY SYSTEMS

A. Protect all excavation in excess of four-feet in depth with a safety system conforming to the referenced requirements.

B. The Contractor’s excavation safety system shall be designed by a qualified person and meet the referenced requirements.

C. All excavation not requiring trench safety systems shall also meet the WISHA safety standards and the requirements of Section 312200, Earthwork.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. This work consists of the installation of crushed surfacing base course, top course and asphalt paving placed on a prepared subgrade in accordance with these Specifications and in close conformity with the lines, grades, thickness, and typical cross-sections shown in the plans.

1.02 RELATED SECTIONS

A. Coordinate related requirements specified in other parts of the Project Manual, including but not limited to the following:

1. Section 01 57 13 – TESC
2. Section 31 22 00 – Earthwork
3. Section 32 13 13 – Concrete Paving

1.03 REFERENCES

A. APAW - Designs and Specifications for Asphalt Concrete Pavements and Bases, 1990 Edition.

B. City of North Bend Public Works Standards, June 2018

C. ANSI/ASTM C136 – Method for Sieve Analysis of Fine and Coarse Aggregates

D. ANSI/ASTM D1557 – Test Methods for Moisture – Density Relations of soils and soil/aggregate mixtures using 10 lb. rammer and 18-inch drop.

E. ASTM D2950 – Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.

F. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, latest edition; Washington State Department of Transportation. Standard Plans, current edition.

G. Geotechnical Engineering Report prepared by Associated Earth Sciences, Inc for Opstad Elementary School Parking Area, dated July 31, 2024.

1.04 DIMENSIONS AND LAYOUTS

A. Furnish, set and mark all line location stakes. Assign a qualified layout engineer, surveyor, or technical specialist to do this work; this person shall be on site at all times when work requiring control is being performed. Furnish and maintain on site necessary equipment, supplies and instruments related thereto. Make this equipment and personnel available, at no additional cost to the Owner, for the purpose of verifying layout and certifying the accuracy of work on the site.

1.05 SUBMITTALS

A. Comply with Section 01 33 00.

B. Submit HMA mix design and material supplier certification.

1.06 PROJECT SITE CONDITIONS

A. Environmental requirements, in accordance with referenced Standard Specifications and the following:

1. Do not proceed with placement when subgrade or base is saturated, pumping, or frozen.

2. Apply asphalt concrete surface only when atmospheric temperature is more than 45-deg F., when underlying base is dry and when weather is not rainy or damp. Aggregate base course material may be applied when air temperature is greater than 30 degrees F. and rising if approved by Owner's Representative.

3. Do not apply tack coats when the temperature is below 50 degrees F. or when base is wet.

1.07 QUALITY ASSURANCE

A. Producer/Installer: Provide materials produced by bulk asphalt concrete producer regularly engaged in the production of hot-mix, hot-laid asphalt concrete. Installer must be experienced in the installation of Asphaltic concrete paving with adequate plant, equipment, and personnel for the completion of the work.

B. Provide materials meeting or exceeding requirements specified herein.

C. Allowable Tolerances: Surface Smoothness shall be in accordance with WSDOT Section 5-04.3(13).

D. Testing:

1. The contractor will furnish material testing and inspection for quality control during paving operations. Paving thickness is subject to core tests upon completion. Should average thickness be less than specified, apply more paving to furnish specified thickness as a minimum. Patch all core drill holes.

2. Pavement shall be tested for proper thickness and proper drainage as specified in Division 1.

3. Any applicable portion of the crushed surfacing work under this specification shall be tested for the specified compaction by ASTM D1557 procedures as applicable. Failure of the material to achieve the specified density will be just cause for rejecting any portion of, or all the material represented by the test. Provide one density test for each 5,000 square feet of all crushed surfacing courses placed.

4. When stabilizing base course or portion thereof has been placed and compacted in accordance with requirements, notify the testing laboratory to perform density tests. Do not place asphalt pavement until results have been verified and base course installation approved.

5. Test asphalt concrete pavement in-place compaction by the nuclear method, ASTM D2950. If compaction tests indicate that stabilizing base course or asphalt paving do not meet specified requirements, remove defective work, replace and retest at Contractor's expense.

1.08 WARRANTY

A. Note that work correction is to include soft spots, pumping, aggregate separation, settlement, puddling, and/or uneven finish not level with adjacent existing surfaces. Correction may involve removal and replacement of the material if the condition is determined to be irreparable, at the discretion of the Owner's Representative, and at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 GENERAL

A. Comply with Quality Control Section provisions, Specifications, and Manufacturer's data. Where these may be in conflict, the more stringent requirements govern.

1. Conform to APAW - Section II, "Specifications for Asphalt Paving" of above referenced manual. Provide bases, type and thickness of asphalt concrete as required by these Specifications and plans for site paving.

B. Compact subgrade and provide thickness of crushed surfacing as required by these Specifications and the plans.

C. All materials shall conform to WSDOT Section 9-03.8 and City of North Bend requirements.

D. Recycled cement concrete rubble and recycled asphalt may be allowed in accordance with WSDOT Section 9-03.21(1) and as approved by the Owner’s Geotechnical Engineer of Record and the Owner’s Representative for on-site use.

E. Recycled asphalt may be allowed as aggregate in the production of HMA if it meets the requirements of WSDOT Section 9-03.8(3)B and as approved by the Geotechnical Engineer or Record and the Owner’s Representative for on-site use.

2.02 CRUSHED SURFACING

A. Crushed Surfacing shall be in accordance with Section 31 22 00 and with WSDOT Section 9-03.9(3).

2.03 ASPHALT CONCRETE

A. Asphalt concrete shall be composed of asphalt and aggregate which, with or without the addition of mineral filler and blending sand as may be required, shall be mixed in the proportions specified to provide a homogenous, stable and workable mixture.

B. Asphalt concrete shall be HMA Class ½” conforming to WSDOT Section 9-03.8(6).

2.04 TACK COAT

A. Tack coat of asphalt shall have 0.05 to 0.08 gallons of retained asphalt per square yard of application and be in accordance with WSDOT 5-04.3(4).

PART 3 EXECUTION

3.01 GENERAL

A. Verify installation conditions as satisfactory to receive work of this Section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes Contractor’s acceptance of conditions as satisfactory.

1. Construct in conformance with the plans, details, dimensions and grades specified. Maximum variations in finished grade of paving are +/- 1/8" in 10 feet.

2. Confirm that final grades allow for the finished surface to drain freely to an acceptable location prior to installation.

3. Special care shall be taken when installing ADA parking areas such that they meet the requirements of Chapter 4 and Chapter 5 of the ADA Standards for Accessible Design.

B. Protect surrounding areas and surfaces to prevent damage from work of this Section.

1. Protect work of other trades. Take special care in work adjacent to buildings.

2. Should any damage occur, repair or replace as directed by Owner's Representative.

C. Provide barricades and warning devices in accordance with the MUTCD.

3.02 CRUSHED SURFACING

A. Prepare subgrades and place crushed rock courses in conformance with WSDOT Section 4-04.3(4), and as shown in the drawings.

3.03 ASPHALT CONCRETE

A. Prepare surfaces to receive final paving in accordance with WSDOT Section 5-04.3(4).

B. Preparation of aggregates, mixing, hauling, spreading, finishing and compaction shall be as specified for HMA in WSDOT Section 5-04.3.

C. Joints and Connections with Existing Facilities shall be in accordance with WSDOT Section 5-04.3(12).

D. Sampling and testing of asphalt concrete shall be in accordance with WSDOT Section 5-04.3(8) and 5-04.3(9)A.

E. The grade tolerance of the compacted first lift of track asphalt shall be +1/4" and -0". The asphalt concrete base shall not deviate from the true surface in excess of 1/4" on a 10' straight edge in all directions.

F. All edges to be straight or a continuous smooth line tapered at a 45 degree angle where free-standing or adjacent to soil area. No reverse slopes or birdbaths will be allowed. The complete surface of the asphalt shall be of uniform texture, smooth uniform as to grade, and free from defects of all kinds. Verify elevation requirements prior to commencing paving.

G. Asphalt areas that cannot be machine rolled must be hand rolled or tamped to provide a smooth and uniform surface in conformance with the tolerances listed above.

3.04 TACK COAT

A. Tack coat shall be applied per WSDOT Section 5-04.3(4).

3.05 DEFECTIVE WORK

A. Remove and replace defective work not conforming to the plans and specifications to specified tolerances at no additional cost to the Owner.

B. Remove and replace, as directed, any crushed surfacing that shows soft spots, pumping, settlement, puddling, and/or uneven finish not level with adjacent existing surfaces, at no additional cost to the Owner.

C. Remove and replace any pavement that shows cracks, ponds or puddles, bulges, spalling of aggregate at the surface, has non-uniform edges where not adjacent to curbs, which does not freely drain or exhibits other defects, at the Contractor's own expense.

3.06 CLEANING

A. After placement of crushed surfacing, clean adjacent surfaces outside the limits of the existing crushed surfacing of excess or spilled materials, to allow for landscape restoration.

B. After completion of paving operations, clean surfaces of excess or spilled asphaltic materials.

C. Do not permit vehicular traffic on asphaltic paving until it has cooled and hardened, and in no case sooner than six (6) hours after placing.

D. Provide barricades and warning devices to prevent traffic on asphalt paving and to alert pedestrians to the surface condition

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.02 SUMMARY

A. Work includes but is not limited to the following:

1. Provide vertical concrete curb, flush curb, and curb and gutter as shown on the project documents.

2. Provide concrete sidewalks, accessible ramps, and other site paving as shown on the project documents and as required to provide complete and uniform pedestrian access to the site.

3. Provide and install on-site standard (sidewalk), heavy-duty concrete, and permeable concrete pavements as shown on the project documents.

4. Finish and score concrete in accordance with the project documents.

B. Work shall be in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, current edition, Washington State Department of Transportation.

1.03 REFERENCES

A. City of North Bend Public Works Standards, June 2018

B. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, current edition, Washington State Department of Transportation.

C. American Concrete Institute:

1. ACI 301 - Structural Concrete for Buildings

2. ACI 305R - Hot Weather Concreting

3. ACI 306R - Cold Weather Concreting

4. ACI 316R - Recommendations for Construction of Concrete Pavements and Bases

D. American Society for Testing and Materials:

1. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete

1.04 SUBMITTALS

A. Comply with Section 01 33 00.

B. Submit product data and manufacturer's instructions for:

1. Concrete mix design for all surfaces, noting where mix designs to be used throughout site.

2. Admixtures

3. Joint Sealants

PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Provide wood or steel edge forms. Wood forms shall be Douglas fir or larch, number two grade minimum, seasoned SAS, straight and true.

B. Special Edge forms for radii shall be approved in advance by Owner’s Representative. Rigid steel forms shall not be used on curved edges.

2.02 CEMENT CONCRETE PAVEMENT AND SIDEWALKS

A. Materials for cement concrete pavement and sidewalks shall conform to WSDOT Section 8-14.

B. Curing Materials shall be impervious sheeting: ASTM C 171, 10 mils.

2.03 CEMENT CONCRETE CURBS

A. Materials for cement concrete curb shall conform to WSDOT Section 8-04.

2.04 BASE COURSE

A. Base course shall be in accordance with the drawings and WSDOT Section 9-03.9(3).

2.05 EXPANSION JOINTS

A. Expansion joint material shall be pre-molded saturated felt 3/16” thick extending full width and depth of joint.

B. Expansion joints shall be placed to align with scoring pattern.

2.06 CONTROL JOINTS

A. Control joints or tooled score joints intervals shall mimic existing patterns. On straight work, the joints shall be parallel with and at right angles to the line of the work. The markings shall be made with jointer tools that will round the edges of the scoring line to the radius of ½ “, with a depth of not less than ½”. The finishing joint opening shall not be wider than 1/8”. Provide straight, smooth 1-1/2” troweled finish on both sides of the control joints.

2.07 JOINT SEALANT

A. Joint sealant shall conform to WSDOT Section 9-04.2(2).

2.08 SIDWALK REINFORCEMENT

A. WWM 6x6 (W2.9/W2.9) Meeting ASTM A-1064 and AASHTO M55.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify installation conditions as satisfactory to receive work of this Section. Do not install until unsatisfactory conditions are corrected. Beginning work constitutes Contractor's acceptance of conditions as satisfactory.

3.02 PREPARATION

A. Field Measurements: Verify existing dimensions and shapes. Allow for transitions to existing grades where shown on Plans.

B. Subgrade:

1. Preparation of subgrade shall conform to WSDOT Section 2-06.

2. Verify compaction of subgrade for on-grade work.

3.03 SETTING FORMS

A. Base Support:

1. Compact the base material under the forms true to grade so that, when set, they will be uniformly supported for their entire length at the grade as shown.

2. Correct imperfections or variations in the base material grade by cutting or filling and compacting.

B. Form Setting:

1. Set forms sufficiently in advance of the placing of the concrete to permit the performance and approval of all operations required with and adjacent to the form lines.

2. Set forms to true line and grade and use stakes, clamps, spreaders, and braces to hold them rigidly in place so that the forms and joints are free from play or movement in any direction.

3. Forms shall conform to line and grade with an allowable tolerance of 1/8 inch (3 mm) when checked with a straightedge and shall not deviate from true line by more than 1/4 inch (6 mm) at any point.

4. Do not remove forms until removal will not result in damaged concrete or at such time to facilitate finishing.

5. Clean and oil forms each time they are used.

6. Make necessary corrections to forms immediately before placing concrete.

7. When any form has been disturbed or any subgrade or subbase has become unstable, reset and recheck the form before placing concrete.

3.04 PLACING REINFORCEMENT

A. Reinforcement shall be free from dirt, oil, rust, scale, or other substances that prevent the bonding of the concrete to the reinforcement. All reinforcement shall be supported for proper placement within the concrete section.

B. Before the concrete is placed, the Engineer shall approve the reinforcement placement, which shall be accurately and securely fastened in place with suitable supports and ties. The type, amount, and position of the reinforcement shall be as shown on the Drawings.

3.05 INSTALLATION

A. Curbs:

1. Cement concrete curb shall be installed in accordance with contract documents and WSDOT Section 8-04. Expansion joints shall be provided at 10-foot maximum spacing. The work shall be performed in a manner which results in a curb constructed to specified line and grade, uniform in appearance and structurally sound. Curbs found with unsightly bulges, ridges or other defects shall be removed and replaced at the Contractor's expense if Owner’s Representative considers them to be irreparable. When checked with a 10-foot straightedge, grade shall not deviate more than 1/8 inch, and alignment shall not vary more than 1/4 inch.

B. Walkways, Pavement, and ADA ramps and landings:

1. Cement concrete walkways, pavement, and ADA shall be installed as shown on Plans and in accordance with WSDOT Section 8-14.

2. Expansion joints shall be provided to mimic existing conditions but shall not exceed a 10-foot maximum spacing and coordinate with the scoring lines. When checked with a 10-foot straightedge, grade shall not deviate more than 1/8 inch, and alignment shall not vary more than 1/4 inch.

3. Special care shall be taken when installing ADA ramps such that they meet the requirements of Chapter 4 and Chapter 5 of the ADA Standards for Accessible Design. Grades within the ADA ramps are held to a higher standard of care. Deviation from grade across any two-foot section, in any direction, shall not exceed ADA requirements nor direct stormwater toward the building in any way when adjacent. Either of these conditions will warrant removal and replacement of the landing and ramps to meet requirements at the Contractors expense.

4. Where paving is adjacent to building, a minimum of 1.0% slope away from the building is required. Contractor shall coordinate with Engineer prior to construction if that is not achievable.

5. Score pavement per Landscape plans.

6. For on-site concrete, broom finish and cure rigid pavement in accordance with WSDOT Section 5-05.3(11) and 5-05.3(13), respectively.

7. Curing and Protection:

a. Protect concrete adequately from injurious action by sun, rain, flowing water, frost, mechanical injury, tire marks and oil stains, and do not allow it to dry out from the time it is placed until the expiration of the minimum curing periods specified herein. Use impervious-sheeting curing. Membrane-forming compound is not allowed. Maintain temperature of air next to concrete above 40 degrees F for the full curing periods.

b. Impervious-Sheeting Curing: Wet entire exposed surface thoroughly with a fine spray of water and then cover with impervious sheeting. Lay sheets directly on concrete surface and overlap 12 inches. Make sheeting not less than 18 inches wider than concrete surface to be cured, and weight down on the edges and over the transverse laps to form closed joints. Repair or replace sheets when torn or otherwise damaged during curing. Leave sheeting on concrete surface to be cured for at least 7days.

3.06 FINISH

A. Float and Trowel: Match existing finish or provide “broom finish” by lightly combing straight lines with a medium stiff broom as directed by Owner’s representative. Broom pattern to be perpendicular to main pedestrian traffic route.

3.07 FIELD QUALITY CONTROL

A. Cement concrete proportioning shall meet the requirement of WSDOT Section 5-05.

B. The contractor shall protect the concrete against all damage prior to final acceptance. Remove concrete containing excessive cracking, fractures, spalling, or other defects and reconstruct the entire section between regularly scheduled joints at no additional cost to the Owner.

3.08 DEFECTIVE WORK

A. Remove and replace defective work not conforming to plan and specifications specified tolerances at the Contractor’s own expense.

B. Remove and replace any pavement that shows cracks, ponds or puddles, bulges, which does not freely drain or exhibits other defects at the Contractor’s own expense.

C. Remove and replace any ADA walkways and landings exceed tolerances at the Contractor’s own expense.

3.09 CLEANING

A. After completion of the curing period:

1. Remove the curing material.

2. Sweep the concrete clean.

3. After removal of all foreign matter from the joints, seal joints as specified.

4. Clean the entire concrete of all debris and construction equipment as soon as curing and sealing of joints has been completed.

B. Leave premises clean and free of residue for work of this Section.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes SCP™ spray-applied, penetrating, colloidal silica concrete treatments and substrate protection, applied after finishing for new and existing concrete.

1.02 RELATED SECTIONS

A. Coordinate related requirements specified in other parts of the Project Manual, including but not limited to the following:

1. Section 01 57 13 – TESC
2. Section 31 22 00 – Earthwork
3. Section 32 13 13 – Concrete Paving

1.03 PRE-POUR/ PREINSTALLATION MEETINGS

A. Pre-pour/ preinstallation meeting: SCP™ personnel or approved representative should be in attendance, in-person or by phone, at the pre-pour/ preinstallation meeting for concrete placement to discuss the requirements for concrete member preparation and product application.

1.04 SUBMITTALS

A. Product Data: For each type of product.

1.05 QUALITY ASSURANCE

A. Material Requirements: Concrete mixes need to be Portland cement based and designed in accordance with ACI and ASTM requirements.

B. Manufacturer Qualifications: ISO 9001 Certified Manufacturer with a minimum of 5 years' experience and capable of providing field service representation.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Delivery, storage, and handling shall be according to the manufacturer’s written recommendations, industry guidelines, and/or Division 01 requirements, whichever is more stringent.

1.07 FIELD CONDITIONS

A. Environmental Requirements per manufacturer’s written recommendations, Division 01, and as follows:

1. Allow surfaces to attain a temperature of 35 deg F (1.7 deg C) and rising before proceeding with product application.
2. Product should not be allowed to freeze.
3. Protect application surfaces during periods of exposure to high winds.

4. Surfaces to be treated should not be frozen or have frost on them. In addition, standing water should be removed prior to treatment.

5. Surfaces over 90 deg F and Direct Sunlight Conditions: Spray a fine mist of water on the surface before the application of SCP™ treatment to help alleviate premature chemical reaction and/or drying from taking place prior to achieving maximum penetration.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. SCP™ Spray-Applied Penetrating Colloidal Silica Concrete Treatment Performance:

1. ASTM C 1556 Standard Test Method for Determining the Apparent Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion: Treated, normal strength concrete typically provides at least a 30% reduction of chloride diffusion from untreated concrete.

2. ASTM C 666 Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing: Treated, normal strength concrete typically provides at least a 40% reduction of freeze/ thaw damage from untreated concrete

B. Low-Emitting Materials:

1. General Emissions Evaluation: Building products shall be tested and determined compliant according to California Department of Public Health (CDPH) Standard Method v1.1–2010, using the applicable exposure scenario.

2.02 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide spray-applied products by Spray-Lock Concrete Protection, LLC, 5959 Shallowford Road, Suite 405, Chattanooga, TN 37421; (office) 423.305.6151 / (fax) 423.305.6150; www.concreteprotection.com

B. SCP™ penetrating colloidal silica concrete treatments shall conform to the information provided in the most current product data sheet supplied by Spray-Lock Concrete Protection.

2.03 ACCESSORIES

A. Large Surface Areas and/or Volumes: Low-pressure, high-volume sprayer less than 100 psi (0.69 MPa), or medium-pressure airless sprayer less than 500 psi (3.4 MPa). Please refer to the manufacturers Product Data Sheet for more information on sprayer requirements and additional equipment.

B. Small to Medium Surface Areas and/or Volumes: Pump or backpack sprayer for areas under 1000 sq ft (9.3 sq m), or sprayers indicated for large surface areas above.

PART 3 EXECUTION

3.01 PREPARATION

A. Prepare according to SCP™'s written instructions.

3.02 APPLICATION

A. Apply using the SCP™'s written instructions.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Work includes but is not limited to the following:

1. Furnish materials and apply painted parking stall striping and striping on asphalt and concrete surfaces.

2. Furnish and install truncated domes as indicated on plan.

1.02 RELATED SECTIONS

A. Coordinate related requirements specified in other parts of the Project Manual, including but not limited to the following:

1. Section 31 22 00 – Earthwork

2. Section 32 12 16 – Asphalt Paving

3. Section 32 13 13 – Concrete Paving

1.03 REFERENCES

A. APAW - Designs and Specifications for Asphalt Concrete Pavements and Bases, 1990 Edition.

B. Manual on Uniform Traffic Control Devices (MUTCD), current edition.

C. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, latest edition; Washington State Department of Transportation. Standard Plans, current edition.

1.04 DIMENSIONS AND LAYOUTS

A. Furnish, set and mark all line location stakes. Assign a qualified layout engineer, surveyor, or technical specialist to do this work; this person shall be on site at all times when work requiring control is being performed. Furnish and maintain on site necessary equipment, supplies and instruments related thereto. Make this equipment and personnel available, at no additional cost to the Owner, for the purpose of verifying layout and certifying the accuracy of work on the site.

1.05 SUBMITTALS

A. Comply with Section 01 33 00.

B. Submit Pavement Marking Paint product information.

PART 2 PRODUCTS

2.01 PAINT

A. Paint shall be white, yellow, or blue traffic paint (or compound suitable for paved surfaces) for parking stalls, accessible parking symbols, and parent drop-off/pick-up lane, conforming to the requirements of WSDOT Section 8-22 and 9-34.2. Paint shall be lead free.

B. Paint shall be delivered and stored in sealed containers that plainly show the designated name, formulation, or specification numbers, batch number, color, date of manufacture, manufacturer's name, formulation number and directions, all of which shall be printed legibly at time of use. The paint shall be homogeneous, easily stirred to a smooth constancy, and shall show no hard settlement or other objectionable characteristics.

2.03 TRUNCATED DOMES FOR DETECTABLE WARNING

A. Truncated domes shall be per the contract documents, WSDOT Specifications and City of North Bend Standards.

PART 3 EXECUTION

3.01 GENERAL

A. The Contractor shall furnish an experienced technician to supervise the location alignment, layout dimensions and application of pavement markings.

B. All surfaces to be marked shall be thoroughly cleaned before application of the paint or thermoplastic markings. Dust, dirt and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water or a combination of the methods as required. Rubber deposits, surface laitance, and other coating adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals or mechanical abrasion as directed.

C. Paint Application:

1. Apply pavement marking to clean, dry pavement surfaces and in accordance with manufacturer’s recommendations.

2. Application thickness shall be in accordance with WSDOT Section 8-22.3(3)F. A minimum of two applications of paint will be required to complete all paint markings.

3. Apply paint evenly to the pavement surface to be coated at the rate of 105, plus or minus 5, square feet per gallon. Apply paint to clean, dry surfaces, and unless otherwise approved, only when air and pavement temperatures are 50 degrees F and rising and less than 95 degrees F. Maintain paint temperature within these same limits. Apply paint pneumatically with approved equipment.

4. Provide guide lines and templates as necessary to control paint application. Take special precautions in marking letters and symbols.

5. The top of pavement markings shall be smooth and uniform. Line ends shall be square and clean. Sharply outline edges of marking.

6. The maximum drying time requirement of the paint specifications and manufactures recommendations shall be strictly enforced, to prevent undue softening of bitumen, and pickup, displacement, or discoloration by tires of traffic.

7. Discontinue painting operations if there is a deficiency in drying of the marking, until cause of the slow drying is determined and corrected.

8. Tolerances shall be in accordance with WSDOT Section 8-22.3(4).

D. Parking Area:

1. Parking stall striping and block out striping, where indicated on plans, shall be 4 inches wide painted white unless otherwise noted on the project Documents.

E. Paint shall be applied uniformly at a rate specified in WSDOT Section 8-22. All markings shall be protected from traffic until the paint is thoroughly dry. All markings shall present a clean cut, uniform, and workmanlike appearance. All markings which fail to have a uniform, satisfactory appearance shall be corrected by the Contractor at their expense.

F. Cleaning: Leave premises clean and free of residue of work of this Section.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including general and supplementary conditions and Division 01 Specification Sections, apply to work of this Section.

1.02 DESCRIPTION OF WORK

A. Include all labor, materials, equipment, transportation, and services to complete chain link fencing and gates as shown on the drawings and herein specified.

1.03 RELATED WORK SPECIFIED ELSEWHERE

A. Refer to Section 323000, Site Improvements.

1.04 SUBMITTALS

A. Product Data

1. Submit manufacturer's literature including details of all component parts and installation details for the fence and gate installation.

1.05 STANDARDS

A. Industry Standards: Standard for Industrial Steel; Specifications for Fence Posts, Gates and Accessories; Standards for Chain Link Fence Installation; as published by Chain Link Fence Manufacturer's Institute (CLFMI), American Society for Testing & Materials (ASTM).

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: All new steel and iron parts; to be galvanized in accordance with CLFMI, ASTM, and herein specified.

1. Fabric: Hot-dip process after fabrication or fabricated from wire zinc-coated by the electrolytic or hot-dip process. Weight of zinc coating minimum average of 2.0 ounces per square foot complying with ASTM A392.
2. Posts, rails, braces: Tubular members in accordance with ASTM A120, Schedule 40.
3. Accessories: In accordance with ASTM A153.

2.02 FABRIC

A. Chain Link: No. 9 gauge, 8,000 psi tensile strength steel wire woven in a 2" mesh typ. With black vinyl coating. One-piece fabric in height, no splices, height as noted on drawings.

B. Selvage: Shall be knuckled on both selvages for all fabric.

C. Polyvinyl Chloride (PVC) Coating: ASTM F668, Class 2a or 2b

a. Color: black vinyl finish over zinc coating.

2.03 POSTS

A. End Corner 4' fence heights: Steel pipe, 2.5 inch Sched 40

B. Line 4' fence heights: Steel pipe, 2.5 inch Sched 40;

C. Chain Link Swing Gate Posts: Galvanized steel pipe. Single or one leaf of double gate width:

1. 5 feet or less: 2-7/8" O.D., 5.79 lbs.
2. 6 feet to 11 feet: 4" O.D., 9.1 lbs.
3. 12 feet to 18 feet: 6-5/8" O.D., 18.97 lbs.

D. Posts: All posts shall have standard pressed steel tops designed to fit posts and carry top rail; standard of manufacturer, ASTM F626.

E. Polymer coating over metallic coating

a. Color: black to match chain link fence fabric, complying with ASTM F 934

2.04 TOP AND BOTTOM RAILS AND BRACES

A. Steel pipe, 1-5/8 inch O.D., 2.30 lbs. Couplings: 6-inch length each joint. Spring couplings, 1 coupling in 5. Form continuous brace, end-to-end of fence run. Provide mid rails where shown on details.

B. Polymer coating over metallic coating

a. Color: black to match chain link fence fabric, complying with ASTM F 934

2.05 GATE FRAMES (FOR ALL OPENINGS)

A. Galvanized Steel Pipe. No onsite welds. 1-7/8" O.D., 2.72 lb. per foot. Welding or fittings and rivets. Provide horizontal, diagonal and vertical members as required for rigidity. Provide truss rods where necessary. Gate shall support 300 lbs. imposed load at extreme and throughout entire range of operation without sag or damage.

B. Provide method for securing all gates in open position.

C. Latches: Install Fulcrom style latch for each gate, and hardware to accommodate heavy duty padlock. Install (1) drop rod assembly per gate frame for each gate 6' or longer, with accompanying hole in pavement to accept cane.

D. Polymer coating over metallic coating

a. Color: black to match chain link fence fabric, complying with ASTM F 934

2.06 STRETCHER BARS

A. Steel: Galvanized. Minimum size 3/16 x 3/4". Provide one at each gate, end post, and gate frames end. Provide two at each corner and pull post. Bars not required for posts where mesh is woven into lock loops.

B. Stretcher Bar Bands: Regular pressed steel, galvanized, spaced evenly, 12" center maximum. Use off-set bands for all post sizes 4" and greater to provide a true fabric and rail alignment.

C. Polymer coating over metallic coating

a. Color: black to match chain link fence fabric, complying with ASTM F 934

2.07 WIRE TIES

A. Wire: 9-gauge steel, with minimum of two (2) full wraps around each connection. Cut off protruding ends.

B. Application:

1. Line posts: 12" centers.
2. Rails and braces: 24" centers.
3. Tension Wire: 7-gauge hog rings, 24" centers.

A.08 TENSION WIRE

A. 7-gauge coil spring wire. Aluminum coated, class II 0.4 oz. ASTM A491.

B. Polyvinyl Chloride (PVC) Coating: ASTM F668, Class 2a or 2b

a. Color: black PVC finish over zinc coating.

2.09 CONCRETE

A. Refer to Section 321313, Concrete.

PART 3 - EXECUTION

3.01 GENERAL

A. In accordance with manufacturer's published instructions, ASTM F567 and herein specified.

B. Stake out or mark fence and gate locations for approval prior to digging footings and installation.

C. Set posts uniform in horizontal and vertical alignment, equally spaced, as indicated on drawings. Hold tops of all concrete footings at least 6" below finish grade.

D. Where fence is integral with concrete mow strip or sidewalk, hold top of footings at bottom of paving as detailed.

E. No post holes are to be left open or unguarded during installation.

F. Contractor shall familiarize himself with locations of all underground utilities including irrigation. Notify Landscape Architect of any conflict encountered.

G. Do not contaminate topsoil in seeded or planted areas with soil from post excavations. Use plastic sheeting or other measures to keep materials separated. Dispose of excess soils where directed.

3.02 POST FOUNDATIONS

A. Concrete

1. End, Corner (4′ fencing): 12″ hole diameter, 42″ deep, 42″ post embedment.
2. Line (4′ fencing): 12″ hole diameter, 36″ deep, 36″ post embedment.

3.03 PLACING CONCRETE

A. Place around posts in a continuous pour. Compact concrete by hand rodding.

B. Finish tops of concrete by hand trowel to provide a sloped dome 6″ below finish grade unless noted otherwise; 1″ slope from post.

C. Set keepers, stops, and sleeves in concrete. Minimum concrete coverage of items: 4″ each side and 6″ deeper than item.

D. Provide crack control joint at each post location.

3.04 FABRIC

A. Stretch fabric taut and tie to posts, braces, rails and frames. Fastenings to terminal posts shall be with stretcher bars and fabric bands. Fastenings to line posts shall be with tie wire. Fabric rolls shall be joined only at posts and by weaving a single strand of wire into the ends of the fabric to form a continuous mesh. Mesh shall have bottom tension wire.

B. Place fabric and tension wire so that maximum gap at bottom of fence is 1" from finish grade in any location.

C. Place fence fabric on play area side of posts. Request direction from Landscape Architect where necessary.

D. Bend all wire ties away from area of play. Ensure no sharp or dangerous protrusions.

3.05 CLEAN UP, ADJUSTMENTS

A. Remove excess earth resulting from post installations. Spread where directed.

B. Clean up all concrete spills, splatter from adjacent paving, earth.

C. Clean all parts of concrete splatter, other handling and installation contaminates.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Related Sections:

1. Section 329000, Planting.

1.02 DESCRIPTION OF WORK

A. The work of this Section includes but is not limited to the following:

1. Furnishing and installing automatic irrigation system including complete point of connection to water line, trenching and backfill, and furnishing and installing all labor and equipment and items noted on drawings and specified herein, and balancing and testing of system.

Note: Operation and maintenance of the irrigation system for one year from substantial completion of last phase of work is included in scope. Operate and maintain completed portions of work to maintain health of all landscape areas throughout the duration of the entire project and maintenance period. See Section 329000.

1.03 QUALITY ASSURANCE

A. Codes and Ordinances: All local, municipal, and State laws, rules, and regulation governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications. Anything contained in these specifications shall not be construed to conflict with the above-mentioned rules, regulations, or requirements, and where a conflict may occur, the rules regulations, or requirements of the governing code shall be adhered to. However, when these specifications and/or drawings call for or describe materials, workmanship or construction of a better quality, higher standard or larger size, these specifications and/or drawings shall take precedence over the requirements of said rules, regulations, or codes.

1.04 SUBMITTALS

A. Products and Materials: Immediately after award of contract, provide sufficient descriptive literature/information as to all operating characteristics, including operating pressures, pressure losses, materials used in product, test certificates, special features, etc., for those products not specified by manufacturer or those submitted for approval as equal. Only the Landscape Architect can accept an item as "equal". Approval must be in writing.

1.05 PERMITS AND FEES

A. Obtain all permits and pay required fees to any governmental agency having jurisdiction over the work. Arrange inspections if required by local agencies and ordinances during the course of construction.

1.06 APPROVAL

A. Whenever the terms "approve" "approval" or "approved" are used in the Specification, they mean approval of Landscape Architect in writing.

1.07 RECORD IRRIGATION DRAWINGS

A. Contractor shall furnish record drawings of the complete irrigation system in accordance with the General and Special Conditions. The Contractor shall provide two sets of full-size copies and one electronic version showing all irrigation work required under this contact. The copies are to be on site at all times during the construction so that Contractor can make a daily record of all work installed.

B. Actual location of hidden items including valves, stub cuts, manual drains shut-off valves shall be shown on the prints by dimensions from easily identified permanent features such as buildings, curbs, fences, walks, or property lines. Drawings shall show approved manufacturer's name and catalog number. The drawings shall be to scale, and all indications shall be neat. These prints will be observed by the Landscape Architect throughout the course of work. After testing and approval of mainlines and laterals for cover-up all information noted on the prints shall be transferred to a clear full-size copy with all indications recorded in a neat orderly way by Contractor. The record copy shall be turned over to the Landscape Architect for review at or before the Provisional Acceptance (Punch List) of the Project.

C. Operations Manual: Two manuals, bound in a hardback cover, shall be submitted to the Architect for approval at the time of mainline testing. It shall include as a minimum the following information for all items used on the system:

1. List of authorized distributors and service representatives for each piece of irrigation equipment, including names, addresses, and phone numbers.

2. Guarantee/warranty certificates.

3. Instruction manuals.

4. Parts lists for each item with exploded views of each item showing part numbers.

5. Complete trouble-shooting guide to common irrigation problems.

6. DCVA Test Certification. Contractor shall arrange and pay for test by a Washington State certified backflow assembly tester.

7. Winterization and spring start-up procedures.

D. At the time of final inspection of the completed installation, the Contractor shall have completed revisions to the Landscape Architect's satisfaction of the "as-built" drawings and operations manual (indicating all changes) ready to turn over to the Owner for recording purposes; this shall be accomplished prior to final payment.

1.08 JOB CONDITIONS

A. Coordination with Others:

1. Water Source: Refer to civil drawings, connect to stub out from existing meter as shown on civil plans.

2. Provide sleeves for control wiring from controller location to outside planting area under paving as shown.

3. Sleeving: Sleeve under all paved areas, with PVC schedule 40 sleeves, size as shown on drawings.

4. Other Trades: Coordinate all work with that of other trades.

5. Available Water Pressure: Verify available water pressure at point of connection prior to beginning work.

1.09 PROTECTION

A. Protect work, adjacent property, public, and be responsible for any damage or injury arising from this contract.

B. Confine work to areas designated. Do not disturb natural vegetation outside of project limit lines. Protect all trees and shrubs within project limits not designated to be removed. Repair or replace vegetation damaged as a result of Contractor's operation to satisfaction of Owners at Contractor's expense.

C. Be cognizant of all utility lines and underground obstructions. Be familiar with all utility, irrigation, mechanical, and electrical plans, so that digging/drilling operations do not damage lines. Replace or repair at Contractor's expense any existing buildings, equipment, underground utilities, walks, stairs, and/or forms damaged as a result of Contractor's operations in a manner satisfactory to the Owner before final payment is made.

1.10 GUARANTEE

A. Guarantee the satisfactory operation of equipment, materials, and workmanship, including restoration of the area for a period of one year from the date of substantial completion. Repair or replace any defect in equipment or workmanship occurring within that year at Contractor's expense.

PART 2 PRODUCTS

2.01 GENERAL

A. Materials: All materials to be incorporated in this system shall be new and without flaws or defects and of quality and performance as specified and meeting the requirements of the system. All pipe damaged or rejected because of defects shall be removed from the site at the time of rejections.

B. Substitutions: No substitutions of smaller pipe sizes will be permitted but substitutions of larger sizes of same type at no extra cost with approval are acceptable.

C. Whenever any material is specified by name or number, such specifications shall be used for the purpose of facilitating a description of the materials and establishing quality and shall be deemed and construed to be followed by the words "or approved equal." No substitutions will be permitted which have not been submitted for prior written approval of the Landscape Architect.

2.02 PIPE AND FITTINGS

A. Pipe and Fittings: PVC Pipe and Fittings: PVC compound Type 1, Grade 1, or Type 1, Grade 2, conforming to ASTM D 1784 specifications and approved and certified by the National Sanitation Foundation, all fittings Schedule 40 unless otherwise noted. Each length of PVC pipe is to be marked with an identifying extrusion "run" number and the manufacturer's name or trade name, the pipe size and schedule or class.

B. PVC Solvent Weld Pipe: PVC 1120 and 1220 material and shall have 200 psi minimum pressure rating unless otherwise indicated, with SDR 21 walls which conform to ASTM D 2241. PVC pipe with walls heavier than SDR 21 shall be installed when noted.

C. PVC Threaded Pipe PVC 1120 or PVC 1220 materials, Schedule 80 conforming to ASTM D 1785.

D. Plastic Pipe Fittings: Conform to ASTM D 2466, Type 1, Grade 1 or 2. Pipe may be belled on one end with the dimensions of the tapered bell conforming to ASTM D 2672. Molded fittings manufactured of the same materials as the pipe, suitable for solvent weld, unless otherwise specified. Slip fitting socket taper shall be so sized that a dry, unsoftened pipe end can be inserted no more than halfway into the socket. Plastic saddle and flange fittings not permitted.

E. Solvent Weld Compound: Two-step application, with primer and solvent compounds.

F. Copper Pipe: Type M rigid copper pipe and fittings, in accordance with UPC and local Code, refer to mechanical specifications.

G. Galvanized Pipe: Standard wall Schedule 40, hot-dipped galvanized iron, or steel pipe, threaded or coupled, which conforms to ASTM A 120 PIPE AND FITTINGS.

2.03 IRRIGATION HEADS

A. As shown on drawings.

2.04 VALVES

A. Quick Coupler Valves: As shown on drawings.

B. Manual Drain Valves: Brass, 3/4" size, commercial quality, non-rising stem type, as shown on drawings.

C. Zone Valves: Electric remote control valve as shown on drawings. Mark each valve with a permanent tag denoting the appropriate zone number.

D. Master Valve: Normally closed electric remote control valve as shown on drawings. Valve will be programmed to remain open during operation of system.

2.05 VALVE BOXES AND PROTECTIVE SLEEVES

A. General: Enclose all valves and quick couplers in valve boxes, at depth of pipe provide extensions to finish grade as required. Locate in planting beds as per plan.

B. Valve Boxes: As shown on drawings, Rainbird Green 11x17 valve box with bolt down locking lid or approved equal.

C. Point of Connection: Provide NDS Jumbo-sized valve box with locking lid.

2.07 VALVE KEYS AND VALVE BOX COVER KEYS

A. Provide two complete sets of all keys required for opening or operation of valves, valve box covers, and protective sleeve cap covers.

2.08 AUTOMATIC CONTROLLER

A. Provide one automatic irrigation system controller in the location and as specified on the drawings.

2.09 MISCELLANEOUS ELECTRICAL EQUIPMENT

A. Control Wire: As shown on drawings. Control wire size must meet or exceed Rainbird irrigation control wire specifications including length of run/size ratio.

B. Splice: Make watertight electrical wire splices with 3M DBY- 6 / DBR – 6 direct burial splice kits, 600 V and UL listed.

C. Electrical Tape: Black plastic, 3/4" wide, minimum of 0.007" thick, and all-weather type.

D. Duct Tape: All-weather cloth tape.

E. Trace Wire: Bare #10 solid copper.

2.10 DRAIN ROCK

A. Unfractured rock; 100% passing 1-1/2" square sieve and 0% passing 3/4" square sieve.

2.11 BEDDING/BACKFILL MATERIAL

A. Import sand, maximum particle size ¼”. Submit source and sample for approval.

PART 3 EXECUTION

3.01 INSPECTION

A. Discrepancies: Upon initiation of work or at earliest time discovered, report to the Landscape Architect any deviations between the irrigation drawings and the site. Failure to do so prior to the installation of equipment, and resulting in replacing, and/or relocating, or additional equipment, shall be done at Contractor's expense.

B. Installation of piping prior to establishment of correct subgrade elevations is strongly discouraged. Contractor must attain specified bury depths.

C. Available Pressure Verification: Prior to the start of any work, verify the assumed static pressure at point of connection. Notify Landscape Architect in writing of pressure available for approval to proceed.

D. Plant Materials: Locate irrigation lines to avoid proposed plant material locations and any existing trees. Minor field adjustments may be made by the Landscape Architect to shrubs to avoid equipment. If conflict occurs with tree pit, relocate irrigation line at no additional cost.

3.02 PERFORMANCE

A. Stake the sprinkler irrigation system head locations following the schematic design shown on the plans for approval before the construction begins. Alterations and changes in the layout may be expected in order to conform to the ground conditions and to obtain full and adequate coverage of water. It is understood that corrective measures may become necessary but no changes or alteration in the system as planned shall be made without the prior authorization of the Landscape Architect.

B. Where connections to existing stub-outs are required, make necessary adjustments in layout to connect should stubs not be located exactly as shown. Adjust layout as necessary to install around existing work. Where piping is shown to be under paved areas, but running parallel and adjacent to planted area, intention is to install piping in planted areas. Do not install directly over another line in same trench.

C. Water service connections shall conform to the requirements set forth by the supplying agency, and all codes and ordinance.

3.03 TRENCHING

A. Trenches shall be excavated for all pipes to provide a minimum depth of cover below finish grade as follows:

1. Mainlines 18”

2. Laterals 12”

B. Excavate no wider at any point than is necessary to lay the pipe or installation equipment. Excavate with vertical sides and provide bracing and shoring as required.

C. Excavate to depth required in any material encountered with no extra compensation. Provide import sand bedding to at least 4” below specified pipe depth and backfill with sand to subgrade elevation.

D. Exercise care when excavating trenches near existing trees. Where roots 2" and greater in diameter are encountered, except in the direct path of the pipe, hand-excavate and tunnel. When large roots are exposed, wrap with heavy burlap for protection and to prevent excessive drying. Trenches dug by machines shall have the sides hand-trimmed, making a clean cut of the roots. All roots 1/2" and greater in diameter that are cut and trimmed shall be treated with an approved tree wound dressing. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

E. Topsoil shall be kept separate from subsoil and shall be replaced as the top layer when backfill is made.

3.04 PIPING

A. Drain Valves: Installed at Point of Connection and one low spot in the main line path. Each drain to have 1/2 cu. yd. drain rock sump. Install valves as per detail. Locate sumps outside of paved areas, use off-sets if necessary. Where drain valve can spill into bioretention area: no sump is required, extend pipe to daylight into bioretention pond and install rock splash pad at pipe discharge per civil drawings. System will be winterized by compressed-air blowout throughout quick coupler.

B. Pipe Placement: Plastic pipe shall be installed in a manner to provide for expansion and contraction as recommended by the manufacturer. Provide copper trace wire on all mainlines. Tape to top of pipe at minimum 10’ on center. Allow 4” clearance between pipes in a common trench. Do not stack pipes vertically in a common trench.

3.05 JOINTING

A. General: All threaded joints (PVC or galv.) shall be sealed with Teflon tape or Rectorseal "Heavy Duty" #100 virgin Teflon thread sealing paste only (no substitutes).

B. Care shall be taken to not over-tighten fittings.

C. Keep interior of pipes clean and free from dirt, debris, excess solvent, pipe cuttings or burrs, and ream to full diameter. When pipe laying is not in progress, close ends of pipe.

D. PVC Pipe: Use two-step solvent weld processes only, apply as per manufacturer's recommendations.

E. No water shall be permitted in pipe until a period of at least 10 hours has elapsed for solvent weld-setting and curbing.

F. The joints shall be allowed to cure at least 24 hours before pressure is applied to the system.

G. Only factory-threaded schedule 80 PVC pipe may be connected to a threaded fitting without an adapter.

H. No male PVC adapters permitted. Use only female PVC adapters with galvanized steel pipe nipples (3" min. length). Street ells permitted only for triple swing joints, and only "Marlex" Schedule 40 high-density polyethylene (no substitutes).

3.06 INSTALLATION

A. General: See details for general installation requirements. Provide sufficient clearance for materials requiring maintenance. Install all materials as per manufacturer's recommendations.

B. Sprinkler Head/Quick Coupler: Risers for all sprinkler heads and quick-coupler valves shall be standard triple-swing joining type as detailed; made with Schedule 80 PVC threaded fittings.

1. Minimum riser size shall be the pipe size of the sprinkler head or quick coupler.

2. All sprinkler heads and quick coupling valves shall be set perpendicular and flush to finished grades. Heads in lawn areas must be depressed ½” to avoid mower damage.

3. Spray pattern shall not overthrow onto structures, glass, parking lots, walkways, or public right-of-ways.

4. Locate heads to avoid possible damage by cars.

5. Heads must be located 6” away from edge of paving, curbs and buildings.

6. After Fine grading/mulching adjust all head heights as necessary.

C. Valves: Enclose all valves in valve boxes. Valve box extension may be required. Install as per detail and locate precisely by dimensions to two fixed objects on as-built drawings.

1. Valve bonnet packings and bolts shall be checked and tightened before backfilling.

D. Control Wiring Installation: Wiring between the irrigation controller and automatic control valves shall conform to national Electrical Code, latest edition, and shall have a common neutral, white; and separate control conductor for each valve.

1. Splices will be permitted only at junction boxes, valve boxes, or at control equipment. A minimum of 2 ft. or excess conductor shall be left at all splices, terminal, and control valves to facilitate inspection and future splicing. Encapsulate all splices with approved sealants.

2. Run a bare copper trace wire from the controller along all mainlines to the furthest zones.

3. Securely tape wire to top of main at 5' maximum intervals.

4. Provide 4 spare wires looped through entire system – labeled at each J-box and valve box.

E. Clean-Up: Keep the premises free from rubbish and debris at all times and arrange material so as not to interfere with other operations on the job site. Remove all unused material, rubbish, and debris from the site.

3.07 INSPECTIONS AND TESTING

A. General:

1. To be valid, the pressure tests must be performed under the direction of the Landscape Architect. The Contractor must give 48 hours’ notice to the Landscape Architect when inspection is required. The location, inspection and testing provisions for these specifications will be strictly adhered to.

2. If, for any reason, any part of the sprinkler system is backfilled before location, testing, or inspection, it must be completely uncovered and exposed until approved for backfilling by Landscape Architect.

3. The Landscape Architect reserves the right to direct the removal and replacement of any items which, in their opinion, do not present an orderly, reasonably neat, or workmanlike appearance, provided such items can be properly installed in such orderly way by the usual methods in such work. Such removal and replacement shall be done, when directed in writing, at the Contractor's expense without additional cost to the Owner.

B. Preliminary Inspection/Pressure Testing:

1. Prior to request for preliminary inspection of arrival of Landscape Architect, accomplish the following:

a. All pipe and valves (including drain valves and quick couplers) and all other equipment except sprinkler heads in place.

b. Cap all risers except first riser from valve on each lateral (one uncapped riser per lateral), typical.

c. Purge all air from main lines.

C. Test of Mains and Valves: With all valves in place and closed, test at 150 psi minimum for 30 minutes without introduction of additional service or pumping pressure. Testing shall be done with one pressure gauge installed on the line where directed by Landscape Architect. Lines which show loss of pressure exceeding 5 psi at the end of specified test periods shall be rejected. The Contractor shall correct installations rejects, and retesting will be performed as specified herein.

D. Test of Laterals: Purge all air from laterals and cap all risers. Open valves and bring system to system operating pressure. Install a pressure gauge and test at design operating pressure for 30 minutes. Maximum 5 psi loss.

E. Rejected Systems: Rejected systems or portions of systems require repair and retesting in the manner specified.

F. Final Inspection/Operations and Coverage Check: Prior to request for final inspection or arrival of Landscape Architect, accomplish the following:

1. Complete all work, including balancing, adjusting the system (pressure reducing valves, flow adjustment keys, nozzles, etc.) to provide optimum coverage without fogging.

2. Coverage Check: Operate each zone of the system for the Landscape Architect's inspection. Head-to-head sprinkler coverage must be observable. No observable fogging shall be present. No sprinkler head blockage from plant foliage or other obstructions shall be present.

3.08 SYSTEMS OPERATION ORIENTATION

A. At time of and as part of the final inspection, conduct a training and orientation session for the Owner covering the operation, adjustment, and maintenance of the irrigation system. The "as-built" plans and operations manual shall be reviewed, and all features explained. The Contractor shall notify the Landscape Architect in writing two weeks prior to the training and orientation session. The date and time of the session shall be subject to approval of the Landscape Architect.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section. Note: Prior to bidding the work of this Section, Contractors shall visit the site to generally familiarize themselves with existing conditions, soils, slope, access, and other readily apparent site conditions.

1.02 DESCRIPTION OF WORK

A. Work includes all materials, equipment, and labor necessary for: decompaction, placing topsoil, finish grading, planting of trees, shrubs, and ground covers, seeding, sodding, invasive plant removal, protection, maintenance, guarantee and replacement; extended maintenance and related items necessary to complete the work indicated on the drawings and/or specified.

1.03 QUALITY ASSURANCE

A. Plant Material: All plant material, Washington Grade No. 1 as per State of Washington Department of Agriculture Order Numbers 1229, 1230 and 1322. Quality, size, and condition as determined by standards set forth in the aforementioned Standards and the American Association of Nurserymen Standard ANSI 260.1-1973. Plant names shall conform to latest edition of "Standardized Plant Names" as adopted by American Joint Committee of Horticulture Nomenclature.

1. Fertilizer: Conform to Washington State Department of Agriculture Laws and Federal Specification O-F-241D pertaining to commercial fertilizers.

2. Soil: Conform to USDA soil textural class.

3. Seed and Sod: Conform to Washington State Department of Agriculture Rules for Seed Certification.

4. Compost: Compost to be certified in accordance with U.S. Compost Council Seal of Testing Assurance (STA) program.

1.04 SUBMITTALS

A. All Plant Materials: All plant material shall be ordered immediately following the award of contract. Contractor responsible for assuring that plants of specified sizes and quantities will, in fact, be as specified at the time of planting. Provide the Owner with copies of purchase orders for all plants delivered to the site.

1. Within 30 days after award of contract, submit documentation that all plant material and seed has been ordered.

B. Topsoil: Submit ½ gallon sample of import topsoil mix ½ gallon of and bioretention soil mix for approval by Landscape Architect.

C. Wood Chip Mulch: Submit ½ gallon sample of mulch for approval by Landscape Architect.

1.05 SOIL TEST REQUIREMENTS

A. Soil testing to be performed on all topsoil mixes and their components not more than 90 days prior to installation. Provide a second test and soil sample at delivery of material to the site.

B. Topsoil Analysis: Furnish complete soil analysis on the final mix of full topsoil components and provide a written report by a qualified soil-testing laboratory stating the following:

1. pH.
2. C:N Ratio.
3. Percentage of organic matter by weight LOI (loss on ignition), ASTM D 2974 Method D.
4. Gradation of sand, silt, and clay content per USDA soil texture classification.
5. Cation exchange capacity.
6. Maximum exchangeable sodium.
7. Maximum electrical conductivity.
8. Sodium absorption ratio.
9. Deleterious material.
10. Mineral and plan-nutrient content of the soil.

C. Soil Nutrient Analysis:

1. Soil Nutrient Analysis to include levels of the following nutrients: Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, Sulfur, Boron, Chlorine, Cobalt, Copper, Iron, Manganese, Molybdenum, and Zinc.
2. Based upon test results, provide recommendations for soil treatments and soil amendments. State recommendations in weight per 100 sq. ft., or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients, and soil amendments to be added to produce satisfactory soil suitable for healthy, viable plants.
3. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective actions.
4. Analysis of heavy metals and other toxics per WAC 173-340.
5. State suitability of tested soil for plant growth.

D. Compost Analysis: tests to be performed not more than 3 months prior to installation. Provide test results for the following:

1. Organic content by percent of dry weight LOI (loss on ignition), ASTM D 2974 Method D.
2. Moisture content.
3. C:N Ratio.
4. pH.
5. Soluble Salt Concentration.
6. Ammonium nitrogen.

7. Nitrate Nitrogen.

8. Particle size Sieve analysis per USDA soil texture classification.

9. Stability – Carbon Dioxide Evolution Rate.

10. Maturity.

11. Seed Emergence and Seedling Vigor.

12. Bulk density.

13. Nutrient content of N-P-K.

14. Provide verification of manufactured compost satisfying definition of “composted materials” per WAC 173-350 section 220 and is not derived from Type 4 feedstocks.

15. Provide verification of manufactured compost meeting the US Composting Council’s “Seal of Testing Assurance” (STA) program.

16. Analysis of heavy metals and other toxics per WAC 173-340 MTCA.

17. Provide documentation that all stockpiled compost remains covered during processing.

18. Provide documentation that compost has been aged minimum of 6 months.

E. Soil-Testing Laboratory Qualifications: An independent or university laboratory, with the experience and capability to conduct the testing indicated. The testing laboratory shall be an approved laboratory through the North American Proficiency Testing Performance Assessment Program (NAPT-PAP) and shall be affiliated with one of the following:

1. National Society of Consulting Soil Scientists (NSCSS).

2. Soil Science Society of America (SSSA).

1.06 PROTECTION OF EXISTING CONDITIONS

A. Protect work, adjacent property, public, and be responsible for any damage or injury arising from this contract due to actions or neglect.

1.07 SCHEDULING

A. Upon commencing work, the General Contractor shall examine the site and protect all trees, shrubs and other areas designated to remain in a manner substantial enough to resist the forces of construction equipment that will be on site.

B. Confine work to areas designated. Do not disturb existing vegetation outside of project limit lines. Protect all trees within project limits not designated to be removed. Repair or replace vegetation damaged as a result of Contractor's operation to satisfaction of Owner at Contractor's expense.

1. Contractor shall install temporary fencing at CRZ of trees to remain prior to grading.

C. Contractor shall be cognizant of all utility lines and underground obstructions. He shall familiarize himself with all utility, irrigation, mechanical, and electrical plans so that his digging/drilling operations do not damage lines. Repair or replacement by original installer shall be made at Contractor's expense for all existing buildings, equipment, underground utilities, irrigation equipment, paving, surfacing, stairs, and/or forms damaged as a result of Contractor's operations in a manner satisfactory to the Owner before final payment is made.

D. Protect plants, roots, balls, and tips at all times from injury in handling, from sun or drying winds from beginning of digging operations, during transportation and on site until final planting.

E. Provide all necessary safeguards, as approved and/or required by the Landscape Architect, for the protection of all planted areas until provisional inspection/acceptance is accomplished, or for such time as it requires to ensure vigorous establishment of the plant material.

1.08 FIELD QUALITY CONTROL AND REVIEW

A. Notification: The Contractor shall give 48 hours' notice to the Landscape Architect when an inspection is desired.

B. Inspections:

1. Rough Grades: Landscape Architect will review subgrades prior to placement of topsoil.

2. Rototilling: Landscape Architect will review Contractor's tilling and soil incorporation methods prior to establishment of finish grades.

3. Finish Grades: Landscape Architect will review finish grade prior to any planting or seeding.

4. Plant Material: Landscape Architect will review and approve all plant material at the site prior to installation. Remove unsatisfactory material from site immediately.

5. Plant Locations: Landscape Architect will review, adjust, and approve plant locations prior to installation.

1.09 SUBSTANTIAL COMPLETION

A. All plant material to be installed prior to project date of substantial completion.

B. All lawns to be seeded prior to project date of substantial completion.

1.10 PROVISIONAL REVIEW (Punch List)

A. Upon completion of all planting, seeding, and all other work (if any) required under the contract, the Contractor shall request a provisional inspection. No partial approvals will be given.

1.11 FINAL REVIEW

A. The Contractor shall request a final inspection upon satisfactory completion of all work required under this contract, including all punch list items. Included in this requirement is that all lawn areas are fully established, being full and vigorous with no bare spots whatsoever. A minimum of two mowings shall have taken place prior to request of review. Final review and acceptance of the work shall establish the beginning of the guarantee period.

1.12 GUARANTEE REPLACEMENT

A. Plant Material: Guarantee in a healthy, thriving condition all trees, shrubs, and groundcovers for one year from date of substantial completion. Plant containers and root balls shall be free of all weeds. Any plants requiring replacement or missing must be installed prior to final acceptance and start of guarantee period. During the guarantee period, all dead diseased, dying, broken, or disappeared plant materials from any cause except those noted below shall be replaced immediately by the Contractor at no additional expense to the Owner. Use specified plants and plant as specified; guarantee until active, healthy growth is evident.

The Landscape Architect shall determine if a tree or shrub is dead based on the following.

A tree shall be considered dying or dead when the main leader has died back, or a minimum of 25 percent of the crown has died or been damaged. A shrub or groundcover shall be considered dying or dead when a minimum of 25 percent of the plant has died or been damaged.

B. Contractor's Responsibility: During guarantee period, Contractor shall not be responsible for replacing plants destroyed or damaged by vandalism or accidents caused by vehicles other than the Contractor's, or Acts of God, or severe cold as substantiated by 25-year low temperature records (exceeding 25 year low), provided that Contractor has exercised due care to protect work. Should replacement fall due during non-planting season, contractor may request Owner's permission to defer planting until proper season. If permission is granted, immediately remove, and dispose of dead plants, including all roots. Holes shall be backfilled properly with planting mix and finish graded until the proper planting season. Plants used for replacement shall be of same kind and size originally planted and planted as originally specified.

C. Watering:

1. In non-irrigated areas, provide temporary irrigation and water as required to germinate seeds and create a healthy vigorous stand of grass and to establish all new plantings. Water all areas up until Substantial Completion of landscaping. Contractor’s temporary irrigation measures must be sufficient to water all areas once daily. Refer to irrigation specification for additional requirements.

PART 2 PRODUCTS

2.01 SOIL

A. Import Topsoil:

1. Import topsoil shall consist of a well-blended mix of 40% sandy loam topsoil, 40% washed sand, and 20% compost, free of weeds, sticks, clay clumps, garbage, plastic, construction/demolition debris, other deleterious materials, or any other material over 2” in diameter. Maximum 20% passing the #200 sleeve. Mixed soil shall have an organic matter content between 10%-13%. pH of mixed material shall be between 6.0 and 7.5.Test and amend per soil test requirements.

B. Bioretention Soil Mix:

1. Throughout the entire area identified on the civil plans, the bioretention topsoil mix shall have a 60% aggregate component and 40% compost component. The aggregate component shall be washed and well graded according to the Aggregate Component Gradation Table below. The compost component shall be well graded according to the Compost Component Gradation Table below, and meet the compost requirements below. Submit source, sample and sieve analysis for both the Aggregate and Compost components for approval.

Aggregate Component Table (60% by Volume)	
Sieve Size	Percent Passing
3/8”	100
#4	95-100
#10	75-90
#40	25-40
#100	4-10
#200	2-5

Compost Component Table (40% by Volume)	
Sieve Size	Percent Passing
1”	99-100
5/8”	90-100
1/4”	40-90

2. The final sand to compost ratio shall be adjusted by the supplier as needed at no cost to the owner to provide a bioretention topsoil mix that meets the hydraulic conductivity indicated below. The final soil mix shall have a minimum hydraulic conductivity of 2.5” per hour and a maximum of 12” per hour, and meet ASTM D2434 at 85% compaction per ASTM D1557. The contractor shall test a representative sample using a local soil testing lab familiar with the unique testing requirements of bioretention soils of this nature to confirm topsoil meets all conductivity criteria noted. Coordinate construction schedule and drainage activities so that sediment-laden water does not enter the bioretention area prior to soil placement and after soil placement until final acceptance.

C. Compost component shall meet the following physical and chemical criteria:

a. Be stable, mature and derived from organic waste materials including yard debris, wood wastes or other organic matter.

b. Meet the Washington State compost regulations in WAC 173-350.

c. Have a pH between 5.5 and 8.0.

d. Have a manufactured inert material (plastic, concrete, ceramics, metal, etc.) content of less than 1.0% by weight.

e. Have an organic matter content between 45% and 65% on a dry weight basis as determined by TMECC 05.07A, “Loss on Ignition Organic Matter Method.”

f. Have a soluble salt content of less than 6.0 mmhos/cm tested in accordance with TMECC 04.10-A, “1.5 Slurry Method, Mass Basis.”

g. Have a maturity greater than 80% in accordance with TMECC 05.05-A, “Germination and Vigor.”

h. Have a stability at 7 or below in accordance with TMECC 05-08.B “Carbon Dioxide Evolution Rate.”

i. Contain a minimum of 65% and up to 100% by volume recycled plant waste as defined in WAC 173-350-100 as “Type 1 Feedstocks.” A maximum of 35% by volume of other approved organic waste as defined in WAC 173-350-100 as “Type III,” including post-consumer food waste but not including biosolids, may be substituted for recycled plant waste.

j. Have a carbon to nitrogen ratio of less than 25:1 as determined using TMECC 04.01 “Total Carbon” and TMECC 04.02D “Total Kjeldhal Nitrogen.” A ratio of up to 35:1 can be used if all plants are native species.

2.02 PLANTS

A. Quantities, species and varieties, size and condition as shown on planting plan and schedule. Plants to be Washington Grade No. 1, fresh, well foliaged, in prime condition when in leaf, exhibiting normal habit of growth, having all buds intact and free of disease, injury, insects, insect eggs, larva, indication of strawberry root weevil, all seeds and weed roots.

B. All plants shall be from stock which has been acclimated to conditions prevailing at the project and which has been consistently cultivated and grown in these conditions. No cold storage plants; all grafted trees to be grafted at ground level.

C. Ball and burlapped (B&B) stock to have a natural ball sufficient to ensure survival and healthy growth; bare root (BR) materials to have sufficient root system to insure survival and healthy growth. Containerized stock must be free of large circling roots.

D. Substitutions are strongly discouraged. No substitutions shall be made without the written approval of the Landscape Architect. Requests for substitutions must be made at the time that documentation of ordered plant material is provided. The substitution request must be accompanied by written proof from at least five major plant suppliers that the plant is not available.

E. Plants must be installed no more than 30 days after delivery to site. Provide adequate water by temporary means to keep plants in top condition. Store plants in protected location away from hot sun and strong, drying wind.

2.05 FERTILIZERS AND SOIL AMENDMENTS

A. General: Approved brands conforming to applicable State fertilizer laws. Uniform in composition, dry, free flowing, delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed analysis. All fertilizers must be EPA approved. Fertilizer needs to be based on results of soil test

B. Trees, Shrubs and Ground Cover:

1. Formula 4.2.2 "Transplanter" as manufactured by Pacific Agro Co., with Hercules Nitroform and W.R. Grace's "Magamp" and trace elements. Apply at rate of:

Trees: 8 oz.

Shrubs: 4 oz.

Ground Cover: 2 oz.

C. Agriform Tablets: Planting tablets, 21-gram size, as manufactured by Agriform International Chemicals, Inc., 20-10-5 analysis. Apply at the rate of:

Trees: 4 tablets

Shrubs: 2 tablets

Ground Cover: 1 tablet

D. Dolomitic Limestone at minimum rate of 50 lbs. per 1,000 square foot. Gypsum to counteract salinity as recommended in report.

E. Other amendments as recommended in report; adjust the basic quantities of the following micronutrients as recommended in the report: iron, manganese, molybdenum, copper, zinc, and boron.

F. See also Fertilizer Requirements under Section 3.09 Maintenance.

2.06 STAKES AND GUYS

A. Material as per detail on plans.

2.07 WOOD CHIP MULCH

A. “Arborist Chips”, chipped woody material approximately 1 to 3 inches in maximum dimension (not sawdust or coarse hog fuel). Mulch shall not contain appreciable quantities of leaves, needles, weed seeds, weeds, garbage, plastic, metal, soil and dimensional lumber, construction/demolition debris, or other deleterious materials.

2.08 SELECTIVE HERBICIDE

A. Treat all planting beds with a selective pre-emergent herbicide and remove all foreign weeds prior to acceptance.

PART 3 EXECUTION

3.01 PREPARATION

A. Clear and grub any areas shown beyond civil clearing limits as needed to install landscape work.

B. Clearing limits and subgrade shall be reviewed by Landscape Architect and approved by the Owner's representative prior to topsoil placement and finish grading.

3.02 DECOMPACTION/OVEREXCAVATION

A. Wherever landscape is proposed over compacted areas that were previously paved, buildings, construction traffic areas, Contractor staging areas or areas otherwise detrimental to plant establishment, the Contractor shall completely remove all remnants of paving, crushed rock, quarry spalls, contaminants or other non-native material as directed by the Landscape Architect. Loosen the soil in these areas to a minimum depth of 12" below subgrade using mechanical means.

3.03 SUBGRADE

A. Subgrades shall be below finish grade as indicated below to accept required depth of soil and mulch. Prior to placing topsoil, remove all rocks and sticks over 2" diameter. Take care not to damage existing tree and shrub roots.

1. The following amounts of topsoil and mulch shall be applied:

Planting beds - 24" import topsoil, 3" mulch.

Bioretention Areas – 18" bioretention topsoil, 3" mulch.

B. Fine grade all planting areas as necessary to complete all planting operations. Establish finish grades in accordance with elevations shown in the drawings, ensuring that no pockets or surface irregularities create obstructions to positive drainage. Ensure positive drainage away from building. Obtain approval of finish grades prior to all seeding or planting.

3.04 TOPSOIL PLACEMENT (GENERAL)

A. Place 6" of specified import topsoil uniformly over entire planting and seeded areas, and thoroughly roto-till to a depth of 12" to incorporate subsoil with topsoil, paying special attention to thoroughly mix and loosen soil in areas compacted by construction. Contractor to request review by Landscape Architect of tilling and soil incorporation methods prior to placement of second lift of topsoil.

B. Place remaining depth of import topsoil in 4" lifts over entire rototilled area after review by Landscape Architect.

C. Rake, float, drag, roll, and perform all necessary operations to remove surface irregularities and to provide a firm, smooth surface with positive surface drainage. Remove all rocks, sticks and other debris 2" and larger in planting areas and in lawn areas. Box drag and hand rake all seeded areas.

D. Finish grade after installation of topsoil and mulch shall be 1/2" below adjacent paved surfaces unless otherwise specified or detailed on the plans.

3.05 WOOD CHIP MULCH

A. Place 3" depth of wood chip mulch in all new planting beds and around existing trees throughout areas shown on plan to remain. Avoid burying trunks of trees. Feather mulch into surrounding new and existing landscape areas. Rake out and dispose of leaves, needles, and woody pieces outside of the specified size range.

3.06 PERFORMANCE

A. Planting and Plant Relocation Time: Plant trees, shrubs, groundcover, and lawn during periods which are normal for such work, as determined by season, weather conditions, and accepted practice. At the option and on the full responsibility of the subcontractor, planting operations may be conducted under unseasonable conditions without additional compensation.

B. Plant Locations: After placement of topsoil, stake tree locations and position shrubs above ground as per drawings for approval of Landscape Architect. Make field adjustments to avoid obstructions to planting. Landscape Architect reserves the right to field adjust plant locations prior to planting.

C. Planting Trees: Excavate tree pits 6" deeper and twice the diameter of the root ball. Excavated soil shall be removed from the site. Thoroughly scarify bottom of pits by shovel cutting to a depth of 12". Sides of pits shall also be shovel cut to help root penetration. Establish a firm mound to position the top of the root ball flush with finish grade of mulch layer.

D. Place tree in upright position in center of pit, release root covering or spread roots. If wire cages are present, remove completely and dispose from site. Roots of trees shall be so placed as to have a natural spread and distribution and planting mix shall be carefully, thoroughly packed and puddled around them. Take care not to injure root system while backfilling and compacting. After water settles, fill again with planting mix and water compact to a grade of not more than 1/2" higher than the original ball. In seeded areas, finish grade smooth with surrounding area. Provide 3' diameter, 3” depth mulched circle around all trees in seeded areas.

1. Fertilize trees at the soils test recommended rate applied uniformly around circumference of root spread under a cover of 2" of planting mix. Apply Agriform tablets and soil polymers per manufacturer’s recommendations. Stake and guy trees immediately after planting as detailed. All supports and trees shall stand vertical.

E. Planting Shrubs and Ground Covers: After topsoil placement and approval of finish grade, excavate planting pockets at locations shown on drawings and as directed to a diameter of twice the root spread and to a depth that will insure a 3-inch cushion of compacted planting mix below the root ball. Dispose of excavated soil on site as directed.

1. Set plants upright in center of hole flush with finish grade, release root covering or spread roots. The roots of the plant shall be placed as to have a natural spread and distribution. Backfill with planting mix and provide slight depression as watering saucer. Care shall be taken not to injure the root system while backfilling and compacting the planting mix.

2. Fertilize at the specified rate applied uniformly around the circumference of the roof spread under a cover of 2" of planting mix. Apply Agriform tablets and soil polymers per manufacturer’s recommendations. Plant ground cover plants at spacing indicated in straight, evenly spaced rows.

F. Pit plant trees and shrubs in areas outside of clearing limits as shown on plans. Avoid disturbance to existing native vegetation to remain. Mulch all exposed soil to minimum 3” depth.

G. Protection: Protect against harm from wind, storm water and trespassing. Treat and reseed damaged portions as required. Reseed as many times as necessary to achieve Guaranteed Replacement. Post signage indicating new seeding as necessary to prevent trespassing. Provide temporary orange construction fencing around seeded areas, until grass has become fully established as determined by the Landscape Architect.

H. Ongoing Maintenance: Contractor shall continue to maintain turf areas and weed the entire site until one year from substantial completion. See additional requirements under Section 3.8 Maintenance.

I. Mulching: Immediately after completion of all planting, mulch all new planted areas to a minimum compacted depth of 3". Refer to site details for proper relationship of finished grade to adjacent paved areas, 1/2" below curbs/walks unless indicated otherwise. Mulch around existing trees and any areas of exposed soil outside of clearing limits.

J. Pruning, Repair and Weeding: Upon completion of the work under this contract, all existing and new trees and shrubs shall be pruned as directed by Landscape Architect to control size, remove dead or damaged branching or to correct overall form.

1. Pruning shall be done in such a manner as not to change the natural habit or shape of the plant. All cuts shall be made flush, leaving no stubs. On all cuts over 3/4" in diameter and bruises or scars on the bark, the injured cambium shall be traced back to living tissue and removed. Wounds shall be smoothed and shaped so as not to retain water, and the treated area shall be coated with approved tree wound compound.

3.07 MAINTENANCE

A. It shall be the Contractor's responsibility to continuously and vigorously maintain all the landscaped areas of this contract from time of installation until substantial completion of last phase of the entire project. Contractor shall also continue to maintain completed phases of work for one full year after substantial completion until the end of the plant material warranty period. Contractor shall continue to maintain all areas by continually weeding and watering on a weekly basis. Apply fertilizer at start of spring, summer and fall seasons throughout project duration. Apply additional mulch by topping off where necessary to ensure all areas have 3” bark mulch at end of maintenance period. Sweep pavement clean and remove dead plants as directed by the Landscape Architect, who shall record plants removed. All plants shall be watered by thorough sprinkling as needed to keep the ground moist, the plants healthy, and to prevent wilting, including watering in areas not fully covered by an automatic irrigation system. Care shall be exercised to prevent soil erosion.

B. Trees: Maintain in a vigorous, thriving condition by watering, pruning, cultivating, fertilizing, spraying, and other necessary operations. Spraying shall be done only as required and as approved by the Landscape Architect. Plants will not be accepted until active growth is evident. All tree supports, guys, tree wrap, etc., shall be kept intact and adjusted as required and effect in maintaining firm support throughout the guarantee period.

C. Clean-up: A general clean-up shall be made immediately after and as part of all work done in the area. The clean-up shall include the entire area under this contract. Adjacent areas shall be cleaned to the extent that the work done under the contract may scatter litter. Such clean-up shall include pick-up and removal from the contract area of all clippings, trimmings, leaves, and all other litter and debris originating from any source whatsoever. Remove flag labels from all plant material.

D. One Year Walkthrough

1. Schedule an inspection at the completion of the one-year plant warranty to review plant beds and confirm that they are weed free.

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END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Work includes but is not limited to the following:

1. Furnish and install cleanouts, catch basins, footing drains, and storm drainage piping and fittings of the type and sizes designated.
2. Provide excavation and construct detention chamber system and structures.
3. Connect to existing storm drainage system.

1.02 RELATED SECTIONS

A. Coordinate related work specified in other parts of the project manual, including but not limited to the following:

1. Section 01 57 13 – TESC
2. Section 31 10 00 – Site Preparation
3. Section 31 22 00 – Earthwork
4. Section 31 41 33 – Trench Safety

1.03 REFERENCES

A. City of North Bend Public Works Standards, June 2018.

B. King County Surface Water Design Manual, 2021 with 2024 Amendments.

C. City of North Bend Clearing, Grading, Filling, and Drainage Code, Chapter 19.10.

D. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, latest edition; Washington State Department of Transportation. Standard Plans, current edition.

E. Geotechnical Engineering Report prepared by Associated Earth Sciences, Inc for Opstad Elementary School Parking Area, dated July 31, 2024.

1.04 PERMITS

A. The Contractor is responsible for obtaining permits required for work within the right of way.

1.05 DIMENSIONS AND LAYOUTS

A. The Contractor will be responsible for furnishing, setting, and marking all line location stakes. A qualified layout engineer, surveyor, or technical specialist must be assigned to the Contractor's crew for this work and shall always be on site when work requiring control is being performed, together with all necessary equipment, supplies and instruments related thereto. This equipment and personnel must be available, at no additional cost to the Owner, for the purpose of verifying layout and certifying the accuracy of work on the site.

B. The Contractor is responsible for the review of all City and other records relative to the existing underground utilities. The Contractor is responsible for avoiding damage to these facilities and restoring all active utilities at the Contractor's own expense.

C. The Contractor is to notify the Owner’s Representative immediately of underground utilities encountered which are not shown on the drawings or Owner's survey or record drawings.

1.06 SUBMITTALS

A. Comply with Section 01 33 00.

B. No installation of material shall be made prior to until written approval has been obtained from the Engineer. Approval of material and equipment shall in no way preclude compliance with the plans and specifications.

C. Submit material product information including pipe, fittings, structures, etc.

D. Submit shop drawings for trench drain installation.

E. Record Drawings:

1. One complete set of drawings shall be provided as record drawings which shall be separated, clean prints reserved for the purpose of showing a complete picture of the work as actually installed. The contractor shall coordinate the record drawing requirements with the Utility Inspector in accordance with City of North Bend standards.
2. Record drawings shall also serve as work progress plans and the Contractor shall maintain daily a daily record of work progress with neat, legible notations. These drawings shall be kept at the job site and shall be available for inspection at all times.
3. All buried piping and indicated future connections exterior to the building shall be located both by depth and by location with respect to the project benchmark. All notations on record drawings of buried pipes shall be made before backfilling of that section of pipe is started.
4. At completion of the work, the Contractor shall sign, date, and provide the record drawings to the Architect, representing that it is an accurate depiction of the work completed.

F. As-Built Survey:

1. At the completion of the project, the Contractor is required to provide a complete underground utility survey (both PDF and AutoCAD) of all utilities installed as part of this project. This survey shall be performed, stamped and signed by a licensed surveyor, and shall be presented to the Owner, Engineer and City for review and acceptance. Any changes to the survey prior to acceptance are the responsibility of the Contractor.

PART 2 PRODUCTS

2.01 STORM DRAINAGE PIPE

A. Pipe used for Storm Drains located within the site shall be one or more of the following:
1. Solid wall Polyvinyl Chloride (PVC) pipe meeting ASTM D3034 SDR 35 for diameters up to 15 inches and ASTM F 679 for sizes 18 to 27 inches in diameter, with restrained gasketed joints.
2. High Density Polyethylene (HDPE) ADS N-12, or approved equal, WT (Water Tight) IB pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations. Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of ASTM F 2306.

3. Ductile Iron Pipe (DI), Class 52.

B. Underdrain and perforated pipe shall be Polyvinyl Chloride (PVC) Pipe, SDR 35 with factory provided slotted perforations.

1. 90-degree bend fittings shall not be used on footing drains. Pipe bends shall be made by combination of multiple fittings of less than 90 degrees each, such as two 45-degree fittings.

2.02 MANHOLES, CATCH BASINS AND INLETS

A. Catch basins Type 1 shall be in accordance with City of North Bend Standard Drawing No. SD-1. Covers shall be Rectangular Herringbone frame and grate per City of North Bend Standard Drawing No. SD-5, unless otherwise noted.

B. Catch basins Type 2 shall be in accordance with City of North Bend Standard Drawing No. SD-3. Size shall be as indicated on plan. CB Type 2 shall have manhole ring and solid covers, unless otherwise noted.

C. Solid covers for CB Type 1 and 2 shall be per City of North Bend Standard Drawing No. SD-4 with “DRAIN” designated.

D. All utility structures located in concrete walkways/sidewalks shall have ductile iron locking ADA compliant lids/grates.

E. Provide AC or GPK manhole adaptor for connections to catch basins and structures.

F. All covers and grates shall be hex bolt locking.

2.03 CLEAN-OUTS

A. Cleanouts shall conform to the contract documents. Size to match connection pipe.

B. Cleanout covers for cleanouts within landscaped areas shall be a round Fernco gasketed Quik Cap or similar matching same material as storm piping.

C. Cleanout frame and cover within paved areas shall be EJ Products 3675Z1PT and 3675APT or approved equal and with cover marked “STORM”.

D. All covers shall be hex bolt locking.

2.04 BEDDING AND BACKFILL MATERIAL

A. Bedding and Backfill materials shall be in accordance with Section 31 22 00.

2.05 MODULAR DETENTION SYSTEM: R-TANK

A. The dimensions, elevations, layout, and requirements of the system should match the project plans.

B. All access requirements shall meet OSHA requirements.

C. The stormwater detention system shall consist of FERFUSON R-Tank MD Single Modular units.

D. The Contractor shall provide a shop drawing for engineer review and approval prior to ordering the system.

E. The System proposal shall be sized in accordance with the design provided and approved by the Engineer of Record (EOR). Any deviating from the design shown on the plans, including but not limited to: material, footprint, inside height, or provided storage volume etc., shall provide to the EOR a summary report to obtain approval prior to executing said changes, addressing stage-storage volumes, design calculations, HydroCAD modeling, and engineering drawings.

2.06 WATER QUALITY TREATMENT SYSTEM: BIORETENTION

A. Bioretention Soil shall be in accordance with Section 32 90 00.

B. Overflow Drain shall be Type 1 CB noted per plans with locking cast iron beehive grate and a 2-foot sump.

2.07 IMPERVIOUS LINER

A. The impervious liner under and around the R-Tank MD Single Modular units detention systems should be a non-reinforced 30 mil PVC liner. Seams in the liner should be solvent welded. Pipe penetration “boots” must be used to seal pipe penetrations through the liner. Boots can either be prefabricated by the liner fabricator or field fabricated by the contractor. A pipe clamp should be used to seal the boot around the pipe.

2.08 FOAM BLOCKING

A. Plastic Foam for pipe protection and separation between pipes shall meet the Federal Spec. PPP-C-1752B Type 1, Class 2 or approved equivalent.

2.09 CONDUCTIVE WARNING TAPE

A. Conductive warning tape shall be per Section 31 22 00.

PART 3 EXECUTION

3.01 COORDINATION WITH OTHER WORK

A. Verify location from the records.

B. Before installation, the Contractor shall make proper provisions for site storm lines to avoid interferences with installation of other work and/or other Contractors. Any changes caused by Contractor's neglect to coordinate work shall be made by Contractor at Contractor's expense.

C. Civil Site / Storm Drainage Drawings and Specifications shall be compared with Drawings and Specifications of other trades and any discrepancies between the documents shall be reported to the Owner’s Representative prior to installation of work.

D. Abandoning Existing Storm Sewer System - Where shown on the Plans or where directed by the Owner’s Representative, existing storm sewer pipes and structures shall be abandoned by:

1. Plugging pipe ends. In addition to plugging pipe ends, fill pipes larger than 8 inches with controlled density fill or approved equal.
2. Removing the existing structure to four (4) feet below the finished subgrade and filling existing pipes and the remaining structure with controlled density fill or approved equal.

3. Removing existing pipes or structures. - If the storm system is removed, unless otherwise directed by the Owner's Representative, all trenches will be backfilled with import material meeting specification section 31 22 00, Earthwork.
4. When filling existing storm sewer pipe or structures that are to be abandoned, care shall be used in placing the controlled density fill to ensure the pipe or structure is completely filled and no voids remain.

3.02 PIPE LAYING

A. Pipe laying shall be in conformance with WSDOT Section 7-08.3(2).

3.03 PIPE CROSSINGS

A. Where pipe crossings are separated by less than 6 inches, place foam blocking for separation and protection per manufacturer's recommendations.

3.04 CATCH BASIN AND STRUCTURE INSTALLATION OR MODIFICATION

A. Structures shall be installed or modified in accordance with WSDOT Section 7-05.3 and City of North Bend Standards.
B. Adjustments to existing structures to remain shall be in accordance with WSDOT Section 7-05.3(1) and City of North Bend Standards.

3.05 CLEANING AND TESTING

A. Cleaning and testing shall be in conformance with WSDOT Section 7-04.3(1) with the following exceptions:
1. The Contractor shall be responsible for providing DVDs of video inspection.
2. The Contractor shall be responsible for notifying the Owner's Representative 48 hours in advance of the backfill of any storm drain line.
3. The minimum amount of testing required by these specifications shall be as follows:

Item	**Frequency of Tests**
Air Testing Storm Drains	One (1) test from structure to structure

4. The frequency of tests shown above shall govern the actual quantity of tests. Any retesting that is required due to failure of initial testing to show compliance with these contract documents, shall be provided and paid for at the Contractor's sole expense.

3.06 PERMANENT CONNECTIONS TO EXISTING SYSTEMS

A. Where indicated on the plans, make permanent connections to existing storm drainage systems.
B. Where existing pipe is to be connected to a new structure, replace existing pipe and/or add fittings and pipe as necessary to provide an approved connection per WSDOT and City of North Bend Standards

END OF SECTION