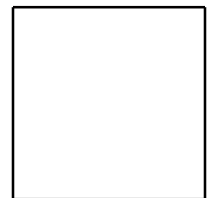


# **PROJECT MANUAL**

## **SECURITY CONCRETE** **Wenatchee School District #246**

**Wenatchee, Washington**

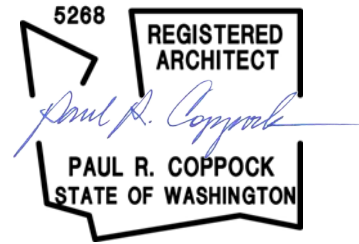


**DOH 1904CO**

Wenatchee School District #246  
**SECURITY CONCRETE**  
Wenatchee, Washington

DOH #1904CO

December 19, 2019



WENATCHEE SCHOOL  
DISTRICT:

**Board of Directors:**

Ms. Laura Jaecks

Mr. Barron Martin

Dr. Michele Sandberg

**Superintendent:**

Dr. Paul Gordon

ARCHITECT:

**THE DOH ASSOCIATES, PS**  
7 N. Wenatchee Avenue, Suite 500  
Wenatchee, Washington 98801  
phone: 509-662-4781

		<u>Pages</u>
	Frontispiece.....	1
	Table of Contents.....	1
 <b>DIVISION 0 – PROCUREMENT and CONTRACTING REQUIREMENTS</b>		
Section 00 11 16	Invitation to Bid .....	2
Section 00 21 00	Instructions to Bidders .....	6
Section 00 41 00	Form of Proposal .....	4
	A104 Form of Agreement Between Owner and Contractor .....	34
 <b>DIVISION 1 – GENERAL REQUIREMENTS</b>		
Section 01 23 00	Base Bid and Alternates.....	2
Section 01 29 73	Schedule of Values .....	2
Section 01 31 19	Project Meetings .....	3
Section 01 32 16	Construction Schedules .....	2
Section 01 33 00	Submittals .....	4
Section 01 35 00	Special Conditions.....	3
 <b>DIVISION 2 – EXISTING CONDITIONS</b>		
Section 02 41 00	Demolition .....	3
 <b>DIVISION 3 – CONCRETE</b>		
Section 03 30 00	Cast-in-Place Concrete .....	9
Section 03 48 00	Precast Concrete Units .....	3
 <b>DIVISION 31 – EARTHWORK</b>		
Section 31 20 00	Earthwork.....	10
 <b>END OF SECTION – TABLE OF CONTENTS</b>		

**SECTION 00 11 16 – INVITATION TO BID.**

**PART 1 – GENERAL**

1.1 NOTICE TO CONTRACTORS

- A. Sealed bids will be received by Wenatchee School District at 235 Sunset Avenue, Wenatchee, Washington for the construction of the Security Concrete project at multiple public schools in Wenatchee, Washington.
- B. Time limits for receipt of proposals are as follows:
  - 1. Section 00 41 00 – Price Proposal must be received by 2:30 pm on January 17<sup>th</sup>, 2020.
  - 2. Bids received after this time will not be considered.

1.2 SCOPE OF WORK

- A. Provide concrete walks and curbs at multiple schools in and near Wenatchee, Washington. Concrete work installation includes concrete patching, minor formed walls, cast in place and pre cast curbs, and coordination with Owner's Contractors, including fence installation.

1.3 CONTRACT DOCUMENTS

- A. Bidding Documents, including Instructions to Bidders, Form of Agreement, General Requirements, Drawings and Specifications entitled, SECURITY CONCRETE may be requested from the Architect in Portable Document Format (PDF) and may also be examined at various construction councils and builder association plan centers, a list of which is available from the office of the Architect.
  - 1. Architect: The DOH Associates, PS, 7 N. Wenatchee Avenue, Suite 500, Wenatchee, WA 98801, (509) 662-4781
- B. Prime Bidders may obtain up to two sets of Bidding Documents from the Architects office.
- C. Other sub-bidders and suppliers may purchase sets or parts of sets, and Prime bidders may purchase additional sets by paying for the cost of reproduction.
- D. Prime Bidders who are bidding without procuring plans from the Architect are required to send a written request to be included on the bidder's list and shall identify the source of their bid documents.

1.4 PREVAILING WAGE

- A. The State of Washington prevailing wage rates are applicable for this public works project located in Chelan County. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the Bid Proposal

due date above. The applicable prevailing wage rates may be found on the Department of Labor and Industries website located at:

1. <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

B. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project. Please contact the DOH Associates at (509) 662-4781.

#### 1.5 BID OPENING

A. Bids will be opened and read publicly by the Owner's representative immediately following the hour set above.

B. The Owner reserves the right to reject any and all bids and to waive irregularities or informalities, without cause.

1. By Order of: Mr. Larry Mayfield, Wenatchee School District #246

#### 1.6 PUBLICATIONS

A. Published as legal advertisement:

1. Wenatchee World December 19<sup>th</sup> and 26<sup>th</sup>, 2019

2. Daily Journal of Commerce December 19<sup>th</sup> and 26<sup>th</sup>, 2019

### **PART 2 – PRODUCT**

(Not Used)

### **PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 00 11 16**

## SECTION 00 21 00 – INSTRUCTIONS TO BIDDERS

PROPOSALS, to be entitled to consideration, must be made in accordance with the following instructions:

### PART 1 – GENERAL

#### 1.1 EXAMINATION OF DOCUMENTS

- A. Before submitting a proposal, a bidder shall:
  - 1. Carefully examine the Drawings and Specifications.
  - 2. Visit the site of the Work, making such observations and measurements as may be required.
  - 3. Fully inform himself of existing conditions and limitations.
  - 4. Rely entirely upon his own judgment in preparing his proposal.
  - 5. Include in his bid a sum sufficient to cover all items required by the Contract.
- B. Failure to do any of the above shall not relieve the bidder from entering into Contract nor excuse him from performing the Work in strict accordance with the terms of the Contract Documents.
- C. Except as specifically provided for hereinafter, a Bidder will not be entitled to additional compensation if he subsequently finds the existing conditions to require methods or equipment that he did not anticipate in arriving at his bid sum(s).

#### 1.2 INTERPRETATIONS

- A. Questions regarding Drawings and Specifications should be addressed to the Architect and will be answered by addenda addressed to all bidders.
- B. Bidders finding discrepancies, omissions or points of doubtful meaning in the Documents should notify the Architect immediately, and if at all possible at least 36 hours before time set for bid opening.
- C. Neither Owner nor Architect will be responsible for oral questions or interpretations. No statement regarding the Work, except as made by bidding documents or addenda thereto, shall be binding upon the Owner.
- D. Questions received less than 4 days (96 hours) before time set for bid opening will not be answered.
- E. All addenda issued during the bidding period will be incorporated into the Contract. Each bidder must acknowledge each addendum issued, in the space provided therefore on the bid form, in order to have his bid considered.

#### 1.3 FORM OF PROPOSAL

- A. Proposals shall be made upon forms provided for that purpose, signed in longhand by the bidder and with his company name and position typed in the spaces provided. If a bidder is a partnership or co-partnership, at least one partner must sign; if a corporation, print name of corporation, State in which incorporated, and follow by signatures of persons authorized to sign, naming the offices they hold in the corporation.
- B. Each proposal shall specify a unit or lump sum price, typed or written with ink in both words and figures, for each of the separate items as called for. In case of discrepancy between the written words and figures, the written words shall govern. Any omission of prices for items, including unit costs, shown in the form of proposal or any addition in writing to the form, or any added conditions, limitations or provisions, will be liable to render the proposal informal and cause its rejection.
- C. Fill all blank spaces in the bid form whether with a bid figure or with "Not Applicable" or "No Bid".

#### 1.4 SUBSTITUTIONS – PRIOR APPROVAL

- A. Bids shall be based strictly upon items and materials either specified in the Contract Documents or which have received **written prior approval** as stipulated in DIVISION 1 of the Specifications. By signing the Agreement, the Contractor shall warrant that he has verified availability and delivery in order to properly complete the Work within the stipulated time of completion, and agrees that these are the items and materials to be utilized in the Work.
- B. Where a manufacturer and model or type number is specified and other manufacturers are named in connection therewith, such additional named manufacturers may submit quotations on their equivalent products, subject to conformance with the provisions of the Contract Documents, without approval prior to bid opening.
- C. Substitutions, other than of manufacturers so named, may be made **ONLY** under the conditions and procedures described in DIVISION 1 of the specifications.

#### 1.5 DELIVERY OF PROPOSAL

- A. Bid Proposal and Bid Guarantee shall be enclosed in an opaque sealed envelope, addressed and marked as follows so as to guard against premature opening of any bid:
  - 1. (Name of Bidder Here)

Wenatchee School District #246  
235 Sunset Avenue  
P.O. Box 1767  
Wenatchee, WA 98807

PROPOSAL FOR: SECURITY CONCRETE

- B. Bids shall be delivered to the Owner's representative appointed to receive bids, as required by the Invitation to Bid.

1.6 MODIFICATION OR WITHDRAWAL OF PROPOSALS AFTER DELIVERY

- A. A bidder may, without prejudice to himself, withdraw, modify, or correct a proposal after it has been deposited with the Owner, provided the request for such withdrawal, modification or correction is filed with the Owner in writing, hand delivered, or by electronic facsimile (FAX), before the time set for opening proposals. The original proposal, as modified by such written or electronic communication, will be considered as the proposal submitted by the bidder. Modifications will be accepted only if such modification is received prior to the bid opening time and same is confirmed in writing on the stationery of the Contractor.
- B. Modification(s) of amounts should only state the amount to be added to, or subtracted from, the original submitted proposal so that the final bid will not be revealed until the sealed proposal is opened.
- C. Oral or telephone modifications or withdrawals of bids cannot be considered.
- D. No bidder will be permitted to withdraw his proposal between the closing time for receipt of proposals and the actual award of Contract, unless the award is delayed for a period exceeding 30 calendar days.

1.7 OPENING OF BIDS

- A. Bids received prior to the time of opening will be securely kept, unopened. The Owner's representative, whose duty it is to open them, will determine when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Owner for the premature opening of an improperly addressed or identified bid.
- B. At the time and place fixed for the opening of bids, every bid received within the time fixed for receiving bids will be opened and read publicly, irrespective of irregularities therein, and a tabulation of bids will be furnished to all prime bidders as soon as possible thereafter.

1.8 BID GUARANTEE

- A. As a guarantee that if awarded the Contract, the bidder will execute same, each bid shall be accompanied by a certified or bank cashier's check or by a Bid Bond, in the amount not less than five percent (5%) of the total Bid (including alternates, if any) made payable to Wenatchee School District. Bid Bonds must be furnished by a company licensed to do business as surety in the State of Washington.
- B. The successful bidder's bid guarantee will be retained until he has entered into Contract and furnished satisfactory Performance Bond and Certificates of Insurance, (if so required). The Owner reserves the right to hold the bid guarantees of the 2 next lowest bidders until he has done so, or for a period of 30 days, whichever is the shorter time.



Bid guarantees of all other bidders will be returned as soon as practicable after bids are opened.

- C. Should a bidder fail to enter into Contract and furnish bond and insurance certification (if so required), within 10 days after notice that his proposal has been accepted, his bid guarantee and the proceeds thereof shall be retained by the Owner as liquidated damages, not as penalty.

#### 1.9 EVALUATION OF PROPOSALS – EVIDENCE OF QUALIFICATIONS

- A. All proposals will be evaluated in accordance with criteria set forth in Washington State Law, the Requirements of the Contract, and the best interests of the Owner.
- B. Numbering of Alternates does not imply the order in which Alternate Bids may be accepted. The Owner reserves the right to accept, or reject, any Alternate Bid in order to produce whichever combination of Base Bid and Alternates he determines will provide the best value for the Project as a whole. Determination of low bid shall be based upon the aggregate total(s) of Base Bid plus selected Alternate Bids.
- C. A bidder whose proposal is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, sub-bidders used in his proposal, his experience, and the organization and equipment he has available for the performance of the Contract.
- D. The Owner reserves the right to reject any or all proposals without cause, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with State and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work.
- E. Without limiting the generality of the foregoing, the Owner may reject any proposal for any of the following reasons:
  - 1. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
  - 2. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind which make the proposal incomplete, indefinite or otherwise ambiguous.
  - 3. If for any reason the Owner determines the proposal to be non-responsive or obscure.
  - 4. If the proposal does not contain a unit price for each pay item or a price for each alternate.
  - 5. If the proposal contains unit prices that are obviously unbalanced.
  - 6. If the proposal is not accompanied by a proposal guarantee (Bid Bond) or is accompanied by an insufficient or irregular proposal guarantee.

7. Any proposal from a Bidder which has previously failed to perform satisfactorily, or to complete on time, construction of any nature.

#### 1.10 AWARD OF THE CONTRACT

- A. The Wenatchee School District will, within sixty (60) days of Bid opening, either reject all bids or proceed to award the Contract for the above Work to the lowest qualified bidder with adequate security.
  1. A Contract will not be awarded until Wenatchee School District is satisfied that the successful bidder is reasonably familiar with the class of work contemplated and has the necessary capital, tools and experience to satisfactorily perform the work within the time stated. Completion of the work within the time stated is essential and prior commitments of the bidder, failure to complete other work on time, or reasonable doubt as to whether the bidder would procure equipment or complete the project on time would be cause for rejection of any bid. In addition, the Owner may determine any bidder not to be responsible in accordance with RCW 43.13.1911(9) and/or any other legal authority.
- B. The acceptance of the Bid shall be a notice in writing titled "Notice of Award" signed by a duly authorized representative of Wenatchee School District, and no other act shall constitute acceptance of the Bid.
- C. Formal execution of the Agreement shall be consummated within 10 days of Notice of Award. Time for completion of the Contract shall commence at 12:00 noon on date of Agreement execution.
- D. Within seven (7) days of the Notice of Award of Bid, and prior to execution of Agreement, successful bidder shall submit to the Architect for review:
  1. Performance and Payment Bonds in the full amount of the Contract Sum, plus WSST.
  2. Certificate(s) of Insurance as stipulated in the General Conditions and Supplementary Conditions.
  3. Complete list of subcontractors and major materials suppliers to be utilized on the Work.

#### 1.11 FORM OF AGREEMENT

- A. The Form of Agreement shall be the AIA "Standard Form of Agreement Between Owner and Contractor" (A104-2017).

#### 1.12 OWNER'S PROTECTIVE BOND(S) and INSURANCE

- A. The successful bidder shall furnish to the Owner a corporate surety bond in the full amount of the Contract Sum, **plus Washington State Sales Tax**, conditioned for the faithful performance of the Contract and for the payment of all laborers, mechanics, subcontractors, materialmen, and all persons who shall supply such person or persons,

or subcontractors, with provisions and supplies for the carrying on of the work of said Contract. The surety must be authorized to do business in the State of Washington and be of form satisfactory to the Owner.

1. Where the bid, plus all alternates, is less than \$150,000 the Contractor may elect to accept a 10% retainage as a substitution for a performance and payment bond.
- B. The successful bidder shall furnish Certificates of Insurance complying with the requirements set forth in the General Conditions and Supplementary General Conditions, and in form satisfactory to the Owner.

1.13 DATE OF COMPLETION and LIQUIDATED DAMAGES

- A. The Contractor will be required to credit the Owner the amount(s) stipulated in the Supplementary General Conditions, not as a penalty but as liquidated damages, for each calendar day that the Contractor shall be in default beyond the completion date stipulated in the Form of Proposal as constituting the time for completion of the Contract.

**PART 2 – PRODUCT**

(Not Used)

**PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 00 21 00**

**SECTION 00 41 00 – FORM OF PROPOSAL**

**PART 1 – GENERAL**

1.1 TO:

A. Wenatchee School District #246

1. 235 Sunset Avenue  
P.O. Box 1767  
Wenatchee, WA 98807

1.2 FOR:

A. Security Concrete

1. Dated December 19, 2019
2. To be constructed in Wenatchee, Washington

1.3 OFFER:

A. Having carefully examined the Bidding Requirements and Contract Documents for the project, as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all labor and materials and perform all Work for the various parts of the construction in accordance with the above documents for consideration of the following amounts:

1. Combined Work Base Bid

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_).

2. The undersigned also guarantees the above Alternate Bid Prices for Sixty (60) days from the date of Contract Award as being a fair contract price for which he will execute a Change Order adding the various alternate parcels of work to the Contract.
3. Unit Prices, the undersigned further agrees that the following unit prices shall govern additions and/or deductions required and approved during the course of the Work for the categories enumerated; and that these prices are complete, including all overhead, expenses and Contractor's profit.

- a. Provide Concrete walk over 4" washed gravel base (including excavation, lawn removal and patch back, etc.):

Extra \$ \_\_\_\_\_ /sf                      Credit \$ \_\_\_\_\_ /sf

- b. Provide Cast in place curb and gutter (including excavation, lawn removal and patch back, ACP sawcutting and patching):

Extra \$ \_\_\_\_\_ /lf                      Credit \$ \_\_\_\_\_ /lf

- c. Precast curb, installed.

Extra \$ \_\_\_\_\_ /ea          Credit \$ \_\_\_\_\_ /ea

4. The above unit prices apply only to approved changes in the Work, and not to any work stipulated in the Contract Documents as being within the Scope of Work for which the Base Bid and/or Alternate Bids are submitted.

#### 1.4 EXTRA WORK

- A. The undersigned agrees that, should any extra work be ordered, the following percentages shall be added to material and labor costs to cover overhead and profit:

1. Allowance to General Contractor for overhead and profit for extra work performed by the Contractor's own force:

a. Fifteen percent (15%)

2. Allowance to General Contractor for overhead and profit for extra work performed by the Subcontractor:

a. Ten percent (10%)

3. Allowance to each Subcontractor (of any tier) for overhead and profit for extra materials or work performed by the Subcontractor's own force:

a. Fifteen percent (15%)

4. Allowance to each Subcontractor (of any tier) for overhead and profit for extra materials or work performed by its Subcontractor of any lower tier:

a. Ten percent (10%)

- B. The above percentages shall include **ALL** overhead and incidental costs, including insurance, fees, small tools, project management, superintendence and oversight, etc., except for performance and payment bonds, builder's risk insurance charges, direct labor and equipment rental costs and state sales tax.

#### 1.5 SUBCONTRACTORS

- A. If the total of Base Bid and all additive Alternates exceeds \$1,000,000, list the sub-contractor(s) responsible for the heating, ventilation and air conditioning, and plumbing as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW and as required below by the owner. The bidder shall not list more than one sub-contractor for each category of work identified, unless sub-contractors vary with bid alternates, in which case the bidder must indicate which sub-contractor will be used for which alternate(s). If a category of work listed above will not be sub-contracted, the bidder must list itself. Failure to name such sub-contractors or itself shall render the bidder's bid non-responsive.

- B. Name Subcontractors if required by statement above:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

1.6 OVERHEAD, PROFIT & SALES TAX

- A. **ALL** of the above bid prices include overhead and profit.
- B. **NONE** of the above bid prices include Washington State Sales Tax.

1.7 CONTRACT and REQUISITES

- A. If the undersigned is notified of the acceptance of this bid within 60 calendar days after the time set for the opening of bids, he agrees to execute an Agreement for the above work, for the compensation computed from the above sums, on AIA Form of Agreement A104 and to furnish Performance and Payment Bonds, Certificates of Insurance and Schedules, all as required by the Specifications and Instructions to Bidders.

1.8 BID GUARANTEE

- A. The undersigned further agrees that the check or bid bond accompanying this proposal is left in escrow with the Architect, and that its amount is the measure of damages which the Owner will sustain by the failure of the undersigned to execute an Agreement for the Work in the form stipulated in the Bidding Documents, and furnish the required bonds, and that if the undersigned fails to execute said Agreement and deliver said bonds within 10 days after written Notice of Award of the Contract to him has been received, then the check shall become the property of the Owner, or the bid bond shall remain in full effect; but if this bid is not accepted within 30 days after the time set for opening bids, or if the undersigned delivers said bonds and executes said Agreement, then the check shall be returned to him or the bid bond shall become void.

1.9 TIME OF COMPLETION

- A. The undersigned agrees that if awarded the Contract, the Work will be substantially completed by August 14, 2019, and fully completed not more than 30 calendar days after Substantial Completion. The undersigned further agrees to provisions for payment of liquidated damages as stipulated in the Supplementary General Conditions.

1.10 ADDENDA

- A. The undersigned hereby acknowledges receipt of the following Addenda, all costs, provisions and requirements of which Addenda have been incorporated in the foregoing proposal:

---

(list each addendum number separately, if none received, enter "none")

1.11 BID FORM SIGNATURES

\_\_\_\_\_  
(Legal name of bidding firm)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Contractor's Registration Number

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
By (Name and Title)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

**PART 2 – PRODUCT**

(Not Used)

**PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 00 41 00**

# DRAFT AIA® Document A104™ - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

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

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »

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

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES



ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:



(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

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

§ 2.3 Substantial Completion

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

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

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

[ « » ] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[ « » ] Stipulated Sum, in accordance with Section 3.2 below

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

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

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

§ 3.2 The Stipulated Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

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

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

« »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
*(Identify each allowance.)*

Item	Price
------	-------

§ 3.3 Liquidated damages, if any, as outlined in Article 14:  
*(Insert terms and conditions for liquidated damages, if any.)*

\$500 Dollars per Day	For each calendar day after said time for Substantial Completion that the Work remains not substantially complete, and
\$300 Dollars per Day	For each calendar day in excess of 45 days after Substantial Completion that the Final Completion is not attained, as certified by the Architect. »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the «fifth» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «fifteenth» day of the «following» month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than «forty five» («45») days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

«5%»

§ 4.1.5 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.)*

«12» % «Twelve Percent»

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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## ARTICLE 5 DISPUTE RESOLUTION

### § 5.1 RESOLUTION OF CLAIMS AND DISPUTES

§ 5.1.1 Pursuant to Article 21, All Claims, disputes and other matters in question of the Contractor arising out of, or relating to, the Contract Documents or the breach thereof (i.e., "Claims"), except claims which have been specifically waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise.

§ 5.1.2 The Contractor's timely written notice of claim, as provided in 5.1.2 above, shall provide the Owner with the amount of the claim and the extent of any claim for a change in the Contract Time with supporting data prior to the Level I meeting described below, unless the Owner agrees in writing to a continuance of the Level I meeting to ascertain more accurate supporting data. The notice shall be deemed to include a statement that the claim covers all changes in cost and in time (direct, indirect, impact, and consequential) to which the Contractor is entitled. Prior to being obliged to attend the Level II meeting, the Owner or its representatives shall have the right to audit the books and records of the Contractor and of any subcontractor of any tier making a Claim.

§ 5.1.2.1 Level I Within seven days of receipt of the written notice, the senior site representative of the contractor, the project representative of the Architect, and the project representative of the Owner shall meet, confer, and attempt to resolve the claim.

§ 5.1.2.2 Level II If the claim is not resolved within seven days of the close of the Level I meeting, an officer of the Contractor (who did not attend the Level I meeting), a principal of the Architect, and the Owner's senior representative (who did not attend the Level I meeting), shall meet, confer, and attempt to resolve the claim within seven days thereafter.

§ 5.1.2.3 The terms of the resolution of all claims concluded in Level I or II meetings shall be memorialized in writing and signed by each party immediately upon conclusion of the meeting (s).

§ 5.1.2.4 Mediation If, after the above two meetings, the claim is not resolved, the Contractor may bring no claim against the Owner in litigation unless the claim is first subject to non-binding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the Owner. An officer of the Contractor and the Senior Representative of the Owner, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as subcontractors or suppliers, their representatives, with full 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 which shall occur prior to Final Acceptance by the Owner.

§ 5.1.2.5 Litigation The Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the procedures of subparagraphs 15.2.1 and 15.2.4 above. All unresolved claims shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 60 days after Final Acceptance, of (b) 120 days after Substantial Completion. This requirement cannot, and shall not, be waived except by an explicit written waiver signed by the Owner.

§ 5.2.3 The Contractor shall diligently carry on the Work and maintain the Construction Network during any dispute resolution proceedings, unless otherwise agreed by it and the Owner in writing,

§ 5.2.4 The Contractor agrees that the Owner may join the Contractor as a party to any litigation/arbitration involving the Project in any way. All disputes shall be decided by litigation in strict accordance with the time limits prescribed in the Contract.

§ 5.2.5 Notwithstanding the above, the Owner may demand arbitration, before a single arbitrator appointed by the American Arbitration Association under the Expedited Procedure of the Construction Industry Arbitration Rules within five days of the demand, for the purpose of seeking a declaratory judgment regarding the propriety of the Owner's prospective termination of the contractor. The hearing shall occur within seven days of the appointment of the arbitrator, and the award shall be made within two days of the close of the hearing and shall be final and binding.

## ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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§ 6.1.2 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

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Section	Title	Date	Pages

§ 6.1.3 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

« »

Number	Title	Date

§ 6.1.4 The 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 enumerated in this Article 6.

§ 6.1.5 Additional documents, if any, forming part of the Contract Documents:

- 1 Other documents, if any, listed below:

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

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## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.1.1 In case of conflict in the Contract Documents, notify Architect and obtain written instructions before proceeding.

§ 7.1.2 The Contractor shall provide all items shown or described in the Documents and perform all operations required, and shall furnish all labor, materials, equipment, services, required for their completion, including incidental items and services not specifically shown or described but necessary for proper completion of the work shown.

§ 7.1.3 Wherever in the Contract Documents an article, item of work, device, or piece of equipment is referred to in the singular number, such reference shall include as many such items or operations as are indicated on the Drawings or required to complete the installation.

§ 7.1.4 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.

§ 7.1.5 The terms "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.

§ 7.1.6 The term "As directed" means as directed by the Architect.

§ 7.1.7 The term "provide" means to furnish and install.

§ 7.1.8 The terms "as required" and/or "as necessary" means as required by applicable codes or standards, and/or as may be required for proper completion of the work.

§ 7.1.9 Divisions and Sections included are listed in the "Table of Contents", together with the number of pages in each Section. The Contractor shall check his copies of the Specifications with the "Table of Contents" to ensure that they are complete.

## § 7.2 The Contract

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

## § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## § 7.4 Instruments of Service

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

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

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice,

if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### § 7.6 Digital Data Use and Transmission

The parties shall agree the transmission and use of Instruments of Service or any other information or documentation in digital form. is provided for the limited purpose of assisting the Contractor, Subcontractors, and Suppliers in the preparation of their shop drawings, cursory material takeoffs and/or site staking. Users acknowledge the electronic media supplied contains work in progress, are subject to change without notice, and may not accurately represent the scope or configuration of work noted, dimensioned, or specified in the contract documents. Contractor shall note that dimensions of the electronic work may not accurately reflect the noted dimensions or placement by shop drawings, notes and accurate adjustments to integrate with other materials and systems.

#### § 7.7 Digital Data Use and Reliance

Use of the electronic media by the Contractor, Subcontractors, and Suppliers shall be at the Contractor's sole risk and without liability, risk, or legal exposure to the Owner or Architect and the Contractor agrees to release and, to the fullest extent permitted by law, defend, indemnify, and hold harmless the Owner, Architect, Architect's consultants, agents, and fees arising from or relating to any such use by the Contractor or third parties.

#### § 7.8 Severability

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.

#### § 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, 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, or by courier, or as otherwise set forth below:

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

#### § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

#### § 7.10 Common Reference Standards

Reference in the Specifications to known standards such as codes, standard specifications, etc., promulgated by professional or technical Associations, Institutes, Societies are intended to mean the latest edition of each such standard adopted and published as of the date of the Contract for the Work of this Project, except where otherwise specifically indicated. Each such standard referred to shall be considered a part of the Specifications to the same extent as if reproduced therein in full. The following is a representative, though partial, list of such organizations together with the abbreviation by which each is identified.

ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APWA	American Public Works Association (Including State Affiliates)

ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASTM	American Society of Testing and Materials
AWI	Architectural Woodwork Institute
AWSC	American Welding Society Code
CSI	Construction Specifications Institute
DOT	Washington State Department of Transportation
IBC	International Building Code, latest edition
IFC	International Fire Code, latest edition
NBFU	National Bureau of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
UBC	Uniform Building Code, reference IBC
WABO	Washington Association of Building Officials
UL	Underwriters' Laboratories, Inc.
WH	Warnock Hersey Fire Laboratories

§ 7.10.1 Refer to individual sections of Specifications for other names and abbreviations of trade associations and standards applicable to specific portions of the Work. In particular, refer to Divisions 22 and 23 for names and abbreviations applicable to the mechanical work, and refer to Division 26 for names and abbreviations applicable to the electrical work.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the 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 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish initial survey and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. Refer also to Paragraph 16.1.

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

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

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



the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the 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.

§ 9.1.3 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors 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.

§ 9.2.2.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly. Cutting and patching work shall be done by skilled workmen experienced in handling the materials being worked.

§ 9.2.2.2 The Contractor shall not structurally damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching the existing building(s) or improvements, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate Contractor except with the written consent of the Owner and of such separate Contractor. The Contractor shall not unreasonably withhold from the Owner or any separate Contractor his consent to cutting or otherwise altering the Work.

### § 9.3 Labor and Materials

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

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

#### § 9.4 Warranty

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 permit otherwise. The Contractor further warrants that the Work 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 permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other 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 15.6.3.

##### § 9.4.1 Testing Laboratory Labels:

All materials and equipment for which UL, NBFU or WH standards have been established, and their label service available, shall bear the appropriate UL, NBFU or WH label.

##### § 9.4.2 Manufacturers' Trademarks and Names

The Architect reserves the right to review and request the removal of the manufacturers' trademarks on all materials and equipment which will be in plain view of the occupants of the building when placed in final position. Such removal shall be at no expense to the Owner. A decision on the necessity to remove or redesign may be obtained from the Architect in writing prior to bidding. Failure to obtain such approval shall constitute agreement to comply with such decision at a later date.

§ 9.4.3 In addition to the contractual guarantees contained in the General Conditions of the Contract, the Contractor shall obtain and furnish to the Architect written manufacturers'/installers' guarantees for all equipment, fixtures, assemblies and installations provided under the Contract, as called for in the Specifications and customarily available. Furnish with each guarantee: Date guarantee period starts, name, address and telephone number of the guarantor's representative nearest to Project, who, upon request of the Owner, will honor the guarantee during the guarantee period and provide services prescribed in guarantee. Refer to General Conditions and submit in conformance with Section 01 33 00, SUBMITTALS.

#### § 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work, including utility connection charges/fees and/or startup 'use fees', that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.1.1 Certain plan checking fees, e.g., to the local Building Department, State Electrical Inspection Division, etc., as distinct from permit fees, **MAY** be paid by the Owner in advance of bid date to expedite the permit process. It shall be the Contractor's responsibility to determine which fees have, or have not, been paid, and to obtain and pay for all required permits and fees not already paid for.

§ 9.6.1.2 The Contract Sum, and any agreed variations thereof, shall also include all taxes imposed by law, including business and occupation taxes, except Washington State Sales Tax. State Sales Tax will be paid by the Owner. A proportionate amount of the sales tax will be added to each payment voucher issued to the Contractor.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and

regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### § 9.8 Contractor's Construction Schedules

§ 9.8.1 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 not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### § 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. 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. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### § 9.10 Use of Site

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

#### § 9.11 Cutting and Patching

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

#### § 9.12 Cleaning Up

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove, from and about the Project, any remaining waste materials and rubbish, as well as all his tools, construction equipment, surplus materials, sample panels, etc., and properly dispose of such at his expense. \* \* Refer also to detailed requirements in Section 01 74 00.

§ 9.12.1 Final clean-up of the Work shall include the following:

- 1) All floors and interior finished surfaces shall be vacuumed clean and dust free. Apply and buff out one coat approved wax to all resilient floorings (unless non-wax type).
- 2) Wash and polish all glass inside and outside. This work shall be done by persons experienced, skilled and equipped for such work.
- 3) Remove foreign matter, marks, stains, splatters of paint, roofing materials, etc., fingerprints, soil and dirt from all finished surfaces, whether interior or exterior, and from all hardware, fixtures and incorporated equipment.

- 4) Replace all HVAC filters and clean grilles, registers, ducts, blowers and coils if air handling units are operated during construction.

\* \* § 9.12.2 The foregoing provisions shall apply to all areas of new construction, and also to any areas or portions of the existing building(s) and improvements that are in any way affected by the Work of this Contract.

§ 9.12.3 If the Contractor fails to properly clean up upon completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

#### § 9.13 Access to Work

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

#### § 9.14 Royalties, Patents and Copyrights

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

#### § 9.15 Indemnification

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

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner and Architect only under industrial insurance, Title 51 RCW. IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE WAIVED THIS IMMUNITY.

\*\* § 9.16 The Architect will furnish one clean full size set of Drawings and Specifications to the Contractor to be maintained as Project Record. Record Drawings and Specifications shall be maintained daily not used by the Contractor, shall be kept up-to-date during the entire course of the Work and shall be available on request for examination by the Architect and, when necessary to establish current configurations and clearances for other parts of the Work.

§ 9.16.1 Record Drawings shall be maintained accurately and neatly and as approved by the Architect. The following information shall be clearly shown on the Record Documents:

- 1) All deviations from sizes, locations, detail or other features of installation as shown in the original Contract Documents. These shall be recorded whether covered by Change Order, Field Order, or effected by Contractor's option.

- 2) Final, accurate locations of underground and all other concealed items, dimensioned to column lines, walls, fire hydrants, survey monuments or other permanent features. All turns, invert elevations and rates of all piping runs shall be verified and accurately noted or shown.

§ 9.16.2 For work concealed in the building, sufficient information shall be given to allow future location with reasonable accuracy and ease. In some cases this may be by dimension. In others, it may be sufficient to accurately illustrate the Work on the Drawings in relation to parts of the building near which it was installed.

§ 9.16.3 Complete Record Documents, maintained as approved by the hereinbefore described are a necessary and mandatory part of the construction process. The Work shall not be considered complete until they are completed and returned to the Architect, **nor will partial payment for any part of the Work be authorized unless Record Documents applicable to that portion of the Work are current and accurate to date.**

§ 9.17 All operations of the Contractor, his subcontractors and employees, including but not limited to, construction, fabrication, delivery, storage, stockpiling, parking and incidental movement or access, shall be contained within the 'Contract Limits' indicated on the Drawings, if any, or if no such limits are shown, within the boundaries of the Owner's contiguous property.

§ 9.17.1 Contractor shall take all necessary measure to regulate vehicle and pedestrian traffic as necessary, limiting access to designated routes and parking to designated locations.

#### ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. Nothing contained in this Section or in other portions of the Contract Documents shall be construed as requiring the Architect to direct the method or manner of performing any work under this Contract or to be responsible for the Contractor's performance in any respect.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not 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.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not 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.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 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.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was 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. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the 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, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.4 Except for those certain rights of information and reasonable objection as stipulated hereinbefore under this Article, the Owner shall have no involvement with, or responsibility for or accruing from, the Contractor's sub-contracts. The (Prime) Contractor is the only party to the agreement with the Owner and is fully responsible to the Owner for the performance of all the work of the Contract. Which portions, if any, of the Work the Contractor chooses to sub-contract to other parties shall be entirely the Contractor's choice, and responsibility, and all consequences of such sub-contracting shall accrue solely to the Contractor.

## ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

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

## ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order, Field Order, or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order, Field Order, or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 It shall be the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No change in the Contract will be allowed unless the change has been authorized in writing by the Owner, and the compensation or method thereof is stated in such written authority.

§ 13.5.1 Claims for extra costs will not be considered unless the claim is based on a written order signed by the Owner and Architect excepting only as provided for work in an emergency affecting the safety of life or the work or of adjoining property.

\*\* § 13.6 Contract Unit Prices, as bid, shall remain valid and in force during the term of the Work, (except as provided for above,) and shall be reconciled with the total construction cost before filing of Notice of Completion.

§ 13.6.1 Unit Prices shall not apply to work which the Contractor may elect to do for his own convenience, nor to work required to correct errors, or unacceptable work of the Contractor.

§ 13.7 Should the Contractor encounter conditions differing substantially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, which changed or unusual conditions will be considered by the Contractor as the basis for a claim for extra compensation, the Contractor shall promptly and before any such conditions are disturbed, notify the Owner through the Architect, of the alleged conditions in writing.

§ 13.7.1 If the Owner is not given written notice prior to the conditions being disturbed, the Contractor will be deemed to have waived any claim or claims for extra compensation in any manner arising out of the changed or unusual conditions.

§ 13.7.2 If the Owner shall determine the conditions to be such as to justify a claim for additional compensation, he may provide for additional payment for the particular phase of work in question by a negotiated agreement with the Contractor based on unit prices if provided for in the Contract, or by any other equitable arrangement mutually agreed upon by the Owner and the Contractor and consented to in writing.

§ 13.7.3 In any event, the Contractor shall proceed with other elements of the Work that are not affected by the alleged changed conditions pending execution of a Change Order if a claim is recognized under the above provisions.

\*\* § 13.8 The Contractor's margin (mark-up) for overhead and profit, added to his actual labor and material, or subcontract cost, of work proposed to be done under change order, shall not exceed the percentages as bid and stipulated in the Agreement, (or if no percentages are so stipulated, shall be reasonable, and comparable to prevailing practice at the time and location of the Work).

§ 13.9.1 "Labor costs" as used herein may include mandatory labor taxes and mandatory benefits. All other costs, including general taxes, fees, increased bond and insurance costs, superintendence, administration, support, etc., shall be covered by the stipulated overhead and profit mark-up.

§ 13.9.2 If additional permits, connection charges, or "use fees" are legally required **due to a change order**, the Owner will reimburse the Contractor for the actual cost of such charges.

§ 13.9.3 Sub-contractors shall be generally bound by the provisions of this Article and their overhead and profit mark-up shall be reasonable and comparable to prevailing practice at the time and location of the Work. If sub-contractors are determined by the Architect to be unreasonable in this regard, the Contractor shall cooperate in obtaining alternative sub-bids for the work proposed.

## ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

§ 14.6 It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the Work described herein is reasonable and acceptable taking into account the average yearly climatic conditions at the site of the Work and recognizing the possibility that inclement weather may temporarily stop work.

§ 14.6.1 For purposes of establishing a basis for evaluating the effect of the inclement weather on this Project and its completion date, the Owner and Contractor agree that the construction period stipulated herein allows for 30 lost working days every 12 months due to such inclement weather. For this purpose a lost working day is defined as a regular 8-hour working day during which the total work force on the Project is reduced to less than 25% of the average of the previous 3 days of full force employment when unaffected by weather. For each such lost working



day exceeding the stated and expected 30, 1 day of time extension will be added to the Contract completion date. No adjustment in completion date will be made if lost working days total less than 2-1/2 days per month.

§ 14.6.2 Therefore, in the event that the Contract is not completed within the stipulated time or by, or prior to, a date to which the time for completion may have been extended, the Contractor and his surety shall be liable for, and shall pay to the Owner, as liquidated damages but not as a penalty, the sum(s) as outlined in Paragraph 3.5.

§ 14.6.3 Because of the difficulty in computing the actual damages which will result, the amount of Liquidated Damages as set forth above are hereby estimated, agreed upon and determined in advance by the parties hereto as a reasonable forecast of the actual damages which the Owner will suffer by the failure of the Contractor to complete the Work within the stipulated time, or prior to a date to which the period of completion may have extended.

§ 14.6.4 In the event that separately usable parts of the Work are substantially completed by the stipulated date for completion, the liquidated damages may be reduced proportionately, as determined by the Architect.

§ 14.6.5 The Contractor further agrees that any such deduction or payment shall not in any degree release the Contractor from further obligations and liabilities in respect to the fulfillment of the entire Contract.

§ 14.6.6 Liquidated Damages shall not be assessed the Contractor for days for which an extension of time will have been granted, or for delays which are beyond the control of the Contractor, or for delays caused by actions or neglect of the Owner or any of its officers or employees, but no such allowance shall be made unless a claim therefor is presented in writing to the Owner within 5 days after the occurrence of such delay, and the contractual time for completion is duly extended.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

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

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

### § 15.2 Control Estimate

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

§ 15.2.2 The Control Estimate shall include:

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

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

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

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. 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.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

### § 15.4 Certificates for Payment

§ 15.4.1 Prior to submittal of his first Application for Payment, the Contractor shall submit, in form and detail as approved by the Architect, a Schedule of Values allocated to the various portions of the Work. This Schedule, as approved, will serve as the basis for certification of the Contractor's Application for Payment.

§ 15.4.1.2 The Schedule of Values shall allocate, as a line item, a minimum of 2% of the Contract Sum (in addition to stipulated retainage) to "Project Closeout" work including "Completion/Correction List" items, record documents, final cleaning, lien releases, etc.

§ 15.4.1.3 Applications for payment shall be based on the previously approved Schedule of Values, and represent the value of labor and materials incorporated in the Work, and of all stable materials suitably stored at the site, or approved, bonded storage up to and including the last day of the preceding month, less the aggregate total of all previous payments.

Until the Work is complete, the Owner will pay 95% of all amounts due the Contractor on account of progress payments. The remaining 5% being withheld as retainage as provided for under Washington State Law.

§ 15.4.1.4 However, after the Work is 95% complete, the Contractor may request that the total amount of retainage be reduced to 100% of the value of the work remaining on the Project and, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect, and in the absence of other good and sufficient reasons, the Architect may, on presentation by the Contractor of Consent of Surety, certify for, and the Owner make, subsequent payments in such amounts as will adjust the amount of retainage to an amount equal to the portion of the Contract Sum not then certified for payment.

\* \* § 15.4.1.5 Prior to first Application for Payment the Contractor shall exercise in writing to the Owner, one of the following options:

§ 15.4.1.6 Retained percentage will be:

- a) Retained in a fund by the Owner until 45 days following the final acceptance of the Work as completed; or
- b) Placed in escrow in a mutually selected bank or trust company until 45 days following the final acceptance of the Work completed.
- c) Addressed by a Bond, pursuant to RCW 60.28, as acceptable to the Owner and the Washington State Department of Revenue, in the amount of 5% of the total original Contract Sum, plus Washington State Sales Tax, with the provisions for increases and/or decreases in the Contract Sum as the project progresses.

§ 15.4.1.7 If the Contractor, option b), as set forth above, is selected, an escrow account shall be established in a financial institution selected by the Contractor and approved by the Owner, upon commencement of the Work.

§ 15.4.1.8 If the Prime Contractor receives interest on the retainage, then the subcontractors shall receive interest from the Prime Contractor on the amount of retainage withheld from payments due them by the Prime Contractor, subject to the negotiated terms and conditions of the sub-contract.

§ 15.4.1.9 The escrow agreement shall provide that the financial institution will act as escrow agent. Compensation to the escrow agent for establishing and maintaining the escrow account shall be paid from interest accrued in the account.

§ 15.4.1.10 As each progress payment is made, the retainage with respect to that payment shall be deposited by the Owner in the escrow account. When the Work has been fully completed in a satisfactory manner and the owner has approved final payment, the escrow agent shall pay to the Contractor the full amount of funds remaining in the account, including net balance of the interest paid to the account.

§ 15.4.1.11 Payments for materials or equipment items stored on or off the site shall be based on the Contractor's receipted purchase invoice amount (i.e., Contractor's cost).

§ 15.4.1.12 Upon satisfactory submittal of an Application for Payment to the Architect, not later than the third working day of the month, the Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate of the work performed up to the 30th day of the previous month.

\* \* § 15.4.1.13 The Contractor shall include with each Application for Payment, after the first, a notarized affidavit stating that all subcontractors and suppliers have been paid, less earned retainage, as their interest appeared in the last payment received. No Application for Payment will be processed unless accompanied by such notarized affidavit and statement.

§ 15.4.1.14 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor's, the escrow agent shall make payment to the Contractor as may be mutually agreeable to the Owner and Contractor.

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

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

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

## § 15.5 Progress Payments

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

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

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and 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 against which the lien or other claim for payment has been asserted.

## § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion will not be awarded earlier the date or days set forth in the

Form of Proposal, unless so determined by the Architect on the date Substantial Completion is achieved. No other act by the Owner or Architect shall be construed to authorize issuance of a Certificate of Substantial Completion prior to the date or days set forth in the Form of Proposal.

§ 15.6.2 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 Architect a comprehensive list of items to be completed or corrected prior to final payment. 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.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which 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.

§ 15.6.3.1 When the Architect determines that the Work is fully completed, he will certify for payment based on 100% completion, less retainage.

§ 15.6.3.2 Upon notification by the Contractor that the work of the Contract is substantially complete, the Architect, his Consultants, and the Owner, will conduct a 'pre-final inspection' making note of any apparent, non-conforming, incomplete or unsatisfactory items of Work. These items will be assembled into a 'Completion/Correction List' and attached to the Certificate of Substantial Completion.

§ 15.6.3.3 After proper completion of all Work under the Contract, the Contractor shall submit a letter addressed to Architect stating that the Contractor, or his superintendent in charge of job, has personally made a complete inspection of the job and that all items contained in the 'Completion/Correction List', or not in conformance with Plans and Specifications, have been completed; and that entire Project is ready for final inspection by Architect and Owner. This letter shall be accompanied by a copy of the Architect's 'Completion/Correction List' with each line item initialed and dated by the person responsible for execution of that particular item of work.

§ 15.6.3.4 Upon receipt of written notice that the work is ready for final inspection and acceptance, and upon receipt of a 100% Completion Application for Payment, the Architect (and Owner) will promptly make such inspection. When the Architect determines that the work has been fully and properly completed, he will certify for payment based on 100% completion, less retainage. This Certification for Payment shall also constitute certification by the Architect, to the Owner, that to the best of his knowledge, based on his observations at the site and other information available, the work has been completed in accordance with the terms and conditions of the Contract Documents.

§ 15.6.3.5 If the final inspection reveals any defect in the Work, under the Contract Documents, such defects shall be repaired or unsatisfactory work replaced as the Architect may require, and no extension of the Contract time will be granted because of the time required to remedy such defects.

**§ 15.6.3.6 If the Architect is required to make more than one 'Completion/ Correction List' or conduct additional inspections and/or follow-up administration and monitoring, after the scheduled final inspection in order to determine that all items on the 'Completion/Correction List' have been finally and properly corrected, the cost of his time expended in so doing, including travel, administrative and clerical time, shall be paid for by the Contractor, either directly, or by deduction from the Contract sum with such monies being used instead to compensate the Architect.**

§ 15.6.4 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 and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 15.7 Final Completion and Final Payment

§ 15.7.1 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, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment 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. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens and claims arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien and/or claim could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien and/or claim remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. Payment of the retained percentage shall be withheld for a period of 30 days following certification of 100% completion payment by the Architect, and shall be paid the Contractor at the expiration of said 30 days in event no claims, as provided by law, have been filed against such funds and the Contractor has delivered to the Owner a complete release of all claims arising out of this Contract or receipts in full covering all labor, materials and equipment for which a claim could be filed, or a bond satisfactory to the Owner indemnifying him against any such claim; and provided further that releases have been obtained from the State Department of Labor and Industries (including Final Affidavit of Legal Wages paid) and also the Washington State Tax Commission, the State of Washington Employment Security Department, and all other departments and agencies having jurisdiction over the activities of the Contractor. In the event any such claims are filed, the Contractor shall be paid said retained percentages less an amount sufficient to pay any such claims, together with a sum sufficient to pay the costs of legal action, including attorneys' fees.

§ 15.7.2.1 Contractor shall coordinate with the Owner's representative as required to see that required 'Notice(s) of Completion of Public Works Project' is filed with the appropriate agencies in a timely manner.

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

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

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

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on 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.

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 and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property 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 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage

or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.1.2 The Contractor shall take particular care to protect existing improvements including, but not limited to, underground utilities, landscaping and adjoining property and structures, and to avoid damage thereto. He shall, at his own expense, completely repair any damage thereto caused by his operations.

§ 16.1.3 As a convenience to the Contractor, the Contract Documents attempt to show the approximate location of existing underground utilities and items to the extent that they are known, but neither the Owner nor the Architect can or does purport to know or guarantee that all such utilities and items are shown or that indicated locations are accurate.

§ 16.1.4 Any of the above described damages, if repaired by others, shall be charged to the Contractor.

§ 16.1.5 Work in place that is subject to injury because of operations carried on adjacent thereto shall be covered, boarded up or substantially enclosed with adequate protection. Permanent openings used as thoroughfares for the introduction of work and materials to the structure shall have heads, jambs and sills well blocked and boarded. All forms of protection shall be constructed in such manner that on completion, the entire Work will be delivered to Owner in unblemished conditions.

#### § 16.2 Hazardous Materials and Substances

\*\* § 16.2.1 The site of the Work (existing building) and adjunct improvements have not been fully surveyed by a qualified professional to determine what, if any, asbestos-containing materials or PCB's may exist within the limits of the Work. The Owner and Architect are not aware of the existence of any such materials, and are reasonably certain that none do exist within the limits of the Work. However, aforesaid reasonable certainty notwithstanding, it shall be the Contractors' sole responsibility to protect his workers, suppliers, all other properly interested parties, and the General Public, from the possibility of friable asbestos or PCB contamination should such material(s) be encountered.

\*\* § 16.2.2 If materials containing, or reasonably suspect of containing, friable asbestos, PCB's (Polychlorinatedbiphenyl), or other material generally recognized as being highly hazardous are encountered, the Contractor shall immediately stop work in the area affected, secure the area, and notify the Owner and the Architect. Sampling and testing of materials will be conducted and, if necessary, a system of work area containment and methods of abatement (removal or encapsulation) will be developed. If agreeable to both parties, a change order may be written to cover the Contractor's additional time and costs, or, the Owner may arrange to have abatement work done under separate contract. In an extreme case, the Owner may at his option, suspend or abandon the Project as provided in Article 12 of this Agreement.

\*\* § 16.2.3 Certain particularly hazardous materials, including friable asbestos (and PCB's or natural gas,) are present in the existing building and/or on the site and (some of) these materials are scheduled to remain on the premises during, and after completion of the work of the Contract.

§ 16.2.3.1 All work shall be conducted in such manner and with all necessary precautions so as not to disturb these materials in any way, and so as to ensure that workers, suppliers and other properly interested parties associated with this Contract, and future occupants of, or visitors to, the premises, shall not be exposed to contamination or hazard as a result of the work of the Contract.

\*\* § 16.2.4 Without limiting the generality of the foregoing, the Contractor is advised that such hazardous materials to remain (under Basic Bid) specifically include, but are not necessarily limited to, asbestos piping insulation, dust and debris in the existing pipe tunnels, crawl space and attic. Workmen of trades such as electrical, mechanical, insulation, etc., that will be doing work in these areas must be adequately and properly cautioned, protected and equipped in accordance with all applicable OSHA and State Department of Labor and Industries regulations and appropriately prudent work practices. (Refer to Section 02 41 00 and 02 80 00.)

§ 16.2.5 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or

expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

§ 16.3 The Contract Documents, the Contractor and his operations throughout the joint and several phases of construction shall be governed at all times by applicable provisions of the applicable Federal, State and local laws and ordinances, including but not limited to, the latest amendments of the following:

- 1) Williams-Steiger Occupation Safety and Health Act of 1970, Public Law 91-956.
- 2) Part 1910 - Occupational Safety and Health Standards, Chapter 17 of Title 29, Code of Federal Regulations.
- 3) Part 1518 - Safety and Health Regulations for Construction, Chapter 13 of Title 29, Code of Federal Regulations.
- 4) Safety Standard for Construction - Washington State Department of Labor and Industries (most current edition).
- 5) General Safety Standards - Washington State Department of Labor and Industries.

\*\* § 16.3 PROTECTION OF EXISTING TREES AND VEGETATION

Location of existing trees, vegetation and improvements is approximate. Make field adjustments as required and directed by the Architect.

§ 16.3.1 Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavation materials within drip line, excess foot or vehicle traffic, or parking of vehicles within drip line. Contractor shall provide temporary guards to protect trees and vegetation to remain as directed or required.

§ 16.3.2 Contractor shall water and maintain all trees and other vegetation which are to remain within the limits of the Project as required to maintain their health during the course of construction operations.

§ 16.3.3 Contractor shall provide protection for roots over 1" diameter of plants to remain which are cut during construction. Coat the cut faces with an approved emulsified asphalt or other acceptable tree wound coating. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible. Roots of trees shall not be exposed in excavations for more than (1) working day.

§ 16.3.4 Contractor shall repair or replace damaged trees and vegetation as required by the Architect. Trees which cannot be repaired shall be replaced with tree, or plant of type, size and shape similar to the one(s) damaged, as approved.

\*\* § 16.4 DUST AND SMOKE CONTROL

The Contractor shall constantly maintain the entire work area free from dust and smoke which would cause a hazard or nuisance to nearby streets, orchards, crops, residences, businesses, or the operations of other performing work in the area, by sprinkling and other approved methods, as required.

§ 16.4.1 The Contractor is cautioned that dust can be a severe problem in the locality of the Work. No separate payment will be made for dust and smoke control which the Contractor will be required to provide. All costs involved in dust and smoke control shall be included in the Contract Sum.

§ 16.4.2 In the event that the Contractor does not adequately control dust, the Owner reserves the right to contract separately for additional dust control, and deduct the cost involved from the Contract Sum. Further, the Owner will not be responsible for any damage to the Work under the Contract resulting from separate dust control operations made necessary by the Contractor's failure to provide adequate dust control.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance



company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

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

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than «one million dollars » (\$ «1,000,000 » ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than «one million dollars » (\$ «1,000,000 » ) each accident, «one million dollars » (\$ «1,000,000 » ) each employee, and «two million dollar » (\$ «2,000,000 » ) policy limit.

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

§ 17.1.8 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

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

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

§ 17.1.11 Other Insurance Provided by the Contractor

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

Coverage	Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ 17.2.2.1.1 "Each claim may be subject to a DEDUCTIBLE OF UP TO \$5,000.00. Losses up to the deductible amount shall be the responsibility of the Contractor".**

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, 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.

#### § 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 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 this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. 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 purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 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.

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

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

§ 17.2.2.9 Unless otherwise specifically agreed to in writing between the parties, the Owner's property insurance will not cover materials stored off-site or in transit. If the Contractor wishes to be paid for such materials prior to their being securely stored on-site, he will be required to furnish proof of adequate insurance thereon, at his expense.

#### § 17.2.3 Other Insurance Provided by the Owner

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

Coverage	Limits

#### § 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

### ARTICLE 18 CORRECTION OF WORK

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

at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.1.1 Failure of the Architect, or other Owner's representative to condemn, at any particular time, unsatisfactory material or reject inferior workmanship will in no way release the Contractor from his obligation to properly complete or correct such work, nor shall it be construed to mean the acceptance of such work. No compensation will be made for defective work or materials.

§ 18.1.2 Owner may require partial occupancy of certain portion of the Work during the period when the Work is still in progress and may request that such areas of the building receive concentrated work to allow such occupancy. This shall be done with consideration of the scheduling of the Work by the Contractor.

§ 18.1.2.1 As referred to here, early occupancy of such areas and the moving in of equipment, etc., by the Owner shall not be construed to constitute (Substantial Completion or) acceptance of any of the work performed under this Contract nor shall it be deemed to be the equivalent of the filing of the Notice of Completion of any of the work of this Contract. Provisions for acceptance, under certain circumstances, of portions of the work as being substantially complete are included in Article 9.8 above.

§ 18.1.2.2 Contractor shall be held harmless from any damage done to the Work as the result of early occupancy by the Owner.

§ 18.1.2.3 The Contractor shall make available, in the areas to be so occupied, any utility services, heating and cooling as are in condition to be put into operation at the time of such occupancy. All responsibility for such equipment shall remain with the Contractor while it is so operated prior to final acceptance of the work in these areas. However, an itemized list of each such piece of equipment with the date operation starts shall be prepared by the Contractor's and certified by Architect. This list shall be the basis for the commencement of the guarantee period on the equipment being operated for the benefit of the Owner's occupancy. Owner shall pay for all utility costs which arise out of occupancy by the Owner during construction.

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§ 18.1.3 Work of this Contract shall be conducted, scheduled and phased in such a manner that the owner can continue his (business) operations during the course of construction, with minimum possible interruption and discomfort to patrons and employees.

§ 18.1.3.1 The Contractor shall provide temporary barriers, shelters and/or partitions as indicated on the Drawings and as may be required for safety and noise reduction. Barriers shall be sufficient to prevent dust and debris from entering spaces in use by the Owner.

§ 18.1.3.2 Contractor shall cooperate with Owner in providing temporary entrance access and fire egress as may be required for patrons and employees in conformance with code requirements.

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§ 18.1.4 The Owner reserves the right to salvage any construction materials such as piping, and other materials, fixtures, etc., of value, as may be encountered. If such rights are exercised, the Owner shall execute such salvage as mutually agreed to with the Contractor, so as not to disrupt the Contractor's schedule or operations. If rights to such materials are (specifically) waived by the Owner, Contractor shall assume possession and/or dispose of them under the Contract. Certain items may be specifically noted for salvage under the Contract and shall be carefully removed by the Contractor and delivered to the Owner as directed.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it 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.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 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.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that 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 such assignment. § 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Equal Opportunity Employment Policies: The Contractor and all subcontractors shall comply with RCW 49.60 in all respects and shall not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 19.3.1 The Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 19.4 Eight Hour Law and Payment for Labor: In compliance with RCW 49.28, the Contractor agrees that no laborer, workman, or mechanic in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by this Contract, shall be permitted or required to work more than 8 hours in any one calendar day, provided that, in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of 8 hours of each calendar day shall be not less than 1-1/2 times the rate allowed for this same amount of time during 8 hours service. Any work necessary to be performed after regular working hours or on Sundays or legal holidays shall be performed without additional expense to the Owner.

§ 19.5 Legal Wages on Public Works: Legal wages shall be paid for all labor performed on the Work, as required by RCW 39.12, as amended.

§ 19.5.1 The Contractor shall not commence work until a certified copy of Form F700-029-000 "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" is on file with the Owner, in compliance with the provisions of RCW 39.12, as amended. In addition, certified copies of Form F700-029-000 shall also be on file with the Owner for each subcontractor before the work of said subcontractor commences. Certification of Form F700-029-000 is obtained by filing said form in hard copy or digital form with the Director of Labor and Industries indicating wage to be paid to each classification of laborers, workmen or mechanics employed by the Contractor or subcontractors, which shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality of the work as determined by the Industrial Statistician. If the wage rates are correct, the Industrial Statistician will issue a certified acknowledgment of approval to the Contractor.

§ 19.5.2 If any incorrect wage rates are included, the Contractor and/or subcontractor will be notified of the correct rates by the Industrial Statistician and approval will be withheld until a correct statement is received. Upon receipt

of certified copies by the Contractor, he shall distribute them in accordance with the instructions on the form, including submitting a certified copy to the Owner.

§ 19.5.3 For a Contract in excess of ten thousand dollars, a Contractor required to pay the prevailing rate of wage 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 Department of Labor and Industries under RCW 39.12.040; and
- 2) The address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

§ 19.5.4 The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed, as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Contract, as though fully set forth herein.

§ 19.5.5 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 representative, 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 as provided for by RCW 39.12.060, as amended.

§ 19.5.6 Periodic Requests for Payment shall not be approved unless accompanied by Contractor's statement that prevailing wages have been paid in accordance with the pre-filed Statement of Intent, for the work covered by the request; and likewise, final payment shall not be approved until Final Affidavit of Legal Wages Paid, as certified by State of Washington Department of Labor and Industries' Industrial Statistician, has been received by the Owner.

§ 19.5.7 **The Contractor shall indemnify and hold the Owner harmless from any penalties, claims or other costs, including attorneys fees, resulting from any real or alleged violation of RCW 39.12 by the Contractor or any of its sub-contractors of any tier.**

§ 19.6 The Contractor and all subcontractors of any tier and those persons under their control shall fully comply with all applicable federal and state laws and regulations regarding a drug-free workplace, including the Drug-Free Workplace Act of 1988.

§ 19.6.1 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.

\* \* § 19.7 In accordance with RCW 28A.210.310, **ALL TOBACCO PRODUCTS ARE PROHIBITED** on School District Property. This restriction is in force at all times, regardless of whether children are present. In accordance with RCW 70.160, Smoking is prohibited in Public places. This restriction is in force at all times, regardless of whether patrons are present.

#### § 19.8 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

## ARTICLE 20 TERMINATION OF THE CONTRACT

### § 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

### § 20.2 Termination by the Owner for Cause

#### § 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon 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.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

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## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, may, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, 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, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation may be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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. Any 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.

§ 21.7 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect and except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, **MAY**, by agreement of both parties, be decided by arbitration which, unless the parties mutually agree otherwise shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. **ANY** award rendered by the arbitrator or arbitrators shall be final, and judgement may be



entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. ANY agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.8 Except as hereinbefore provided, the provisions of this Article pertaining to arbitration under this Contract, shall also apply to disputes between the Contractor and other prime contractors who may have contracts with the Owner to perform on the work on the site.

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

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .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 office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

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OWNER (Signature)

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\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

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\_\_\_\_\_  
(Printed name and title)

## SECTION 01 23 00 – BASE BID and ALTERNATES

In Addition to the Basic Provisions included in the CONDITIONS OF THE CONTRACT, the following requirements shall be strictly observed.

### PART 1 – GENERAL

#### 1.1 BASE BID WORK

- A. The Base Bid Contract Sum shall include full compensation for all labor, materials, overhead, profit and appurtenant costs for all work shown and/or indicated in the Drawings and Specifications, together with all miscellaneous items of work reasonably required as incidental to proper accomplishment of the work shown, **EXCEPT**:
1. Work (construction or improvements) shown or indicated as 'existing' but not noted for removal, relocation or re-use under the Contract.
  2. Work shown or indicated as 'by others' or 'Not in Contract' (N.I.C.), unless a fee or permit is required to be paid (i.e., sewer connection, water meter, etc.), as noted below.
  3. Items of work included in the Schedule of Alternate below.
- B. **Certain items of work (i.e., installation of water meters, electrical service connection, etc.), may be done by the serving utility or others but involve a fee or charge which shall be included in the Base Bid Sum as required by the Conditions of the Contract.**

#### 1.2 ALTERNATE BIDS

- A. Contractors (Bidders) shall state, in the spaces provided in the Form(s) of Proposal, Alternate Bids for the various parcels of work described below, and as further identified on the Drawings. Alternate Bid Sum(s) shall include full compensation for all labor, materials, overhead, profit and appurtenant costs for the work of each Alternate parcel of work, as scheduled and indicated, including all miscellaneous items of work reasonably required as incidental to proper accomplishment of the (alternate) work.
- B. **Prime Bidders shall be responsible for coordinating with sub-contract bidders, so as to assure that Base Bid and Alternates include cost of all supporting elements required, and that no matter what combination of Base Bid and Alternates is accepted, the completed work of the Contract shall constitute a complete and properly functioning entity in itself. All work under Alternates shall be in strict accordance with all applicable Specification Sections.**
- C. Numbering of Alternates does not imply the order in which Alternate bids may be accepted. The Owner reserves the right to accept, and/or reject, any Alternate Bids in order to provide whichever combination of Base bid and Alternates he determines will provide the best value for the Project as a whole.

D. The Contractor also shall guarantee his Alternate Bids for the period stipulated in the Form of Proposal, as being fair contract price for which he will accept a Change Order adding the various (alternate) parcels of work to the Contract.

1.3 SCHEDULE OF ALTERNATES

1. No alternates are include in the Contract Documents at this time, refer to any alternates added by Addenda

**PART 2 – PRODUCT**

(Not Used)

**PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 01 23 00**

## SECTION 01 29 73 – SCHEDULE OF VALUES

In Addition to the Basic Provisions included in the CONDITIONS OF THE CONTRACT, the following requirements shall be strictly observed.

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Submit to the Architect a Schedule of Values at least 10 days prior to submitting first Application for Payment.
- B. Upon request by Architect, support values given with data that will substantiate their correctness.
- C. Use Schedule of Values only as basis for Contractor's Application for Payment.

#### 1.2 FORM OF SUBMITTAL

- A. Submit typewritten Schedule of Values on an 'Application and Certification for Payment on Contract' form as provided for the Project by the Architect.

#### 1.3 PREPARING SCHEDULE OF VALUES

- A. Use Table of Contents of this Specification as general basis of format in listing costs of work specified under DIVISIONS 2 - 32.
- B. The Schedule of Values shall also be clearly coordinated with the activities identified in the Construction Network Schedule as specified in Section 01 32 16, and shall allocate, as a line item, a minimum of 2% of the Contract Sum (in addition to stipulated retainage) to "Project Closeout" work between Substantial Completion and Final Completion.
- C. Itemize separate line item cost for each of the following general cost items:
  - 1. Performance and Payment Bonds
  - 2. Insurance
  - 3. Building Permit
  - 4. Mobilization
  - 5. Field Supervision (Superintendent) and Layout
  - 6. Temporary Facilities and Controls
  - 7. Project Closeout (2% minimum)
- D. Itemize separate line item cost for each section of work. For each line item which has installed value of more than \$20,000, break down costs to list major products or operations under each item. If it is intended to bill for material stored on site but not installed at time of billing (i.e., masonry, door frames, hardware, etc.) break line item into materials and labor.
- E. Round off figures to nearest 10 dollars. Make sum of total costs of all items listed in Schedule equal to total Contract Sum.

1.4 REVIEW AND RESUBMITTAL

- A. After review by Architect, revise and resubmit Schedule of Values as required. Resubmit revised Schedule in same manner.

**PART 2 – PRODUCT**

(Not used)

**PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 01 29 73**

## SECTION 01 31 19 – PROJECT MEETINGS

In Addition to the Basic Provisions included in the CONDITIONS OF THE CONTRACT, the following requirements shall be strictly observed.

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Pre-Construction Meeting and Progress Meetings shall be scheduled and held as further detailed below. Person designated herein below shall:
  - 1. Prepare and distribute written notice and agenda of regular and called meetings four days in advance of meeting date.
  - 2. Make physical arrangements for meetings.
  - 3. Preside at meetings.
  - 4. Record minutes; include significant proceedings and decisions.
  - 5. Distribute copies of minutes to attendees within four days of meeting.

#### 1.2 PRE-CONSTRUCTION MEETING

- A. Architect will schedule for date within 14 days after date of Notice of Acceptance, and conduct meeting.
- B. Required Attendance:
  - 1. Owner
  - 2. Architect/Consultants
  - 3. Contractor (Project Manager) and Superintendent
  - 4. Major Subcontractors
- C. Minimum Agenda:
  - 1. Length of Contract and liquidated damages.
  - 2. Performance Bond, Insurance Certificate, Schedule.
  - 3. Sign and distribute Contract(s).
  - 4. Notice to Proceed.
  - 5. Contractor's authorized representatives.
  - 6. Owner's Representatives/Architect/Inspector names and responsibilities.
  - 7. Instruction to Contractor through A/E.
  - 8. Instructions to Contractors in writing.
  - 9. Progress Chart or CPM (Tentative Construction Schedule).
  - 10. Progress Meetings and Reports.
  - 11. Submittals.
  - 12. Delayed start of work in certain areas.
  - 13. Continuation of Owner's operations.
  - 14. Temporary facilities.
  - 15. Contractor's working hours.
  - 16. Contractor's parking, access, storage, etc.
  - 17. Items to be posted in office.

18. Permits status.
19. Coordination with utility companies.
20. Coordination with City (or County).
21. Staking and layout.
22. Quality Control (Special Inspection and Testing).
23. Owner furnished, Contractor installed items.
24. Existing material to be re-used on work.
25. Labor/Material breakdown (Schedule of Values).
26. Monthly payment.
27. Retention (Escrow) Bond.
28. Payments to Subcontractors.
29. Change Orders, time extensions, stop work orders, field orders.
30. Owner occupancy prior to construction completion.
31. Handling disputes.
32. Project Record Documents.
33. O & M Manuals.
34. Contract Closeout.
35. Other Items.

### 1.3 PROGRESS MEETINGS

- A. Contractor shall schedule and conduct regular meetings; minimum of every other week. Exact day and time shall be established at the Pre-Construction Meeting.
- B. Hold Called Meetings as exigencies of work dictate.
- C. Location of Meetings: Project Site or adjacent location to be determined.
- D. Required Attendance:
  1. Owner's Representative
  2. Architect/Consultants
  3. Contractor
  4. Subcontractors as pertinent to agenda
- E. Minimum Agenda:
  1. Review, approve minutes of previous meeting.
  2. Review work progress since last meeting.
  3. Estimate overall percentage of Work completed.
  4. Note field observations, problems and decisions.
  5. Identify problems which impede planned progress.
  6. Review off-site fabrication problems.
  7. Develop corrective measures and procedures to regain planned schedule.
  8. Revise Construction Schedule as indicated.
  9. Plan progress during next work period.
  10. Review submittal schedules, expedite as required to maintain schedule.
  11. Maintaining of quality and work standards:
    - a. Effect on Construction Schedule
    - b. Effect on completion date

12. Complete other current business.
- F. Meeting Minutes shall be recorded by the Contractor with copies sent to Owner and Architect within three working days following each meeting.

**PART 2 – PRODUCT**

(Not Used)

**PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 01 31 19**



## SECTION 01 32 16 – CONSTRUCTION SCHEDULES

In Addition to the Basic Provisions included in the CONDITIONS OF THE CONTRACT, the following requirements shall be strictly observed.

### PART 1 – GENERAL

#### 1.1 CONSTRUCTION NETWORK SCHEDULE

- A. Congruent with requirements of the General Conditions of the Contract, the Contractor shall prepare a Network Analysis and Schedule (with review by and in coordination with other Owner's Contractors for the Work). The Network Analysis Schedule shall be of the type described in "CPM in Construction" published by the AGC (or other approved system capable of producing the desired planning, scheduling and control information) (such as a horizontal bar chart).
- B. The Network Analysis shall include time scale diagrams which show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor, and show how the start of a given activity is dependent on the progress or completion of preceding activities throughout the construction period.
- C. Detailed Network activities shall show, in addition to construction activities, the submittal and approval of samples of materials and shop drawings, the procurement of critical materials and equipment and their installation. All activities of the Owner that affect progress shall be shown.
- D. Mechanical and electrical subcontractors shall submit Network Analysis Diagrams for their work, to the General Contractor, designed to be integrated into the final Network prepared by the General Contractor.
- E. The Contractor may select to shorten (accelerate) the allowed construction period (schedule) at his own discretion and complete the project ahead of the required completion date. However, float time shall be included in the schedule to represent the time allowed for completion of the work. Under no circumstances shall delays to the Contractor's accelerated schedule result in claims for additional cost or time to the Owner.
- F. The **approved** Progress Network Analysis shall then be the Schedule to be used by the Contractors and others for planning, organizing and directing the Work and for reporting progress.
- G. Diagrams shall be neatly drafted, showing preceding and succeeding event numbers for each activity and activity duration, flowing from left to right. The critical activity sequence (critical path) which controls the total required time to complete each segment and to complete the Project shall be identified on the diagrams. The float time for all activities shall be indicated.
- H. The following minimum information shall be provided for each activity:
  1. Activity number, description and duration estimate at time of computation.

2. Earliest possible and latest acceptable starting and completion dates.
  3. Responsibility for activity (Prime Contractor, subcontractor, supplier, Owner, etc.).
  4. Activity for each individual school location.
  5. Critical work by Owner's Contractors.
- I. **All scheduled activities shall also be clearly coordinated with the Schedule of Values specified in Section 01 29 73.**
- J. Revision of the time scaled diagrams shall be required whenever a major change, or a succession of minor changes, occurs in scheduling which influences either the critical path or final completion date of the Project.
- K. The schedule shall be updated as of the first day of each month to verify progress and areas needing more attention to complete Project during allotted time frame.
- L. Within 7 days of Notice to Proceed (execution of Contract), Contractor shall submit for approval, name of personnel responsible for doing the scheduling and an illustrative example of the type of diagram intended. The Contractor, together with major subcontractors and suppliers, (i.e., mechanical, electrical, etc.,) shall participate with the Architect and Owner in a review and evaluation of the proposed network diagrams as required. The completed Network Analysis shall be submitted within 15 days following completion of review.
- M. Initial submittal and all revisions shall be submitted in three copies, signed and dated by the Contractor.

## **PART 2 – PRODUCT**

(Not Used)

## **PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 01 32 16**

## SECTION 01 33 00 – SUBMITTALS

In Addition to the Basic Provisions included in the CONDITIONS OF THE CONTRACT, the following requirements shall be strictly observed.

### PART 1 – GENERAL

#### 1.1 SUBMITTALS DEFINED

- A. The term 'submittals' as used herein includes all shop drawings, field layouts, samples, color or model selections, material and equipment data and descriptions, certifications, schedules, guarantees, bonds, warranties and other items as called for in the various sections of the Contract Documents.

#### 1.2 REQUIRED PROCEDURE

- A. Submittals not strictly conforming to the requirements of this Section will be returned forthwith for proper resubmittal, resultant delay in approval being the responsibility of the Contractor.

#### 1.3 IDENTIFICATION

- A. Completely identify each submittal and resubmittal by showing at least the following information:
  - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
  - 2. Name of Project as it appears on the Contract Documents.
  - 3. Drawing number and Specification Section number to which the submittal applies.
  - 4. Whether this is an original submittal or resubmittal.
  - 5. Provide 8" x 3" blank space for Contractor and Architect/Engineer's review stamp.

#### 1.4 COORDINATION

- A. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:
  - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
  - 2. Coordinate as required with all trades and with all public agencies involved.
  - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
  - 4. Clearly indicate all deviations from the Contract Documents.

5. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; i.e., all electrical submittals together, all miscellaneous metal fabrications together; etc. The Architect may reject partial submittals as not complying with the provisions of the Contract Documents.
6. All submittals shall be sent to General Contractor before submission to Architect or Consultants. Upon completion of items 1 thru 5 above, the General Contractor shall then transmit submittals to the Architect.

#### 1.5 TIMING OF SUBMITTALS

- A. In general all data and drawing submittals shall be in the Architect's hands within 30 days after execution of Contract. Refer also to various technical sections and log of submittals following.
- B. In any event, make all submittals far enough in advance of scheduled dates of installation to provide all required time for review, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery in time to maintain Project schedule.
- C. In scheduling, allow at least seven full working days for the Architect's review following his receipt of the submittals.
- D. Costs of delays occasioned by tardiness of submittals, including liquidated damages, may be backcharged to sub-contractors and/or suppliers as necessary, but shall not be borne by the Owner.

#### 1.6 NUMBER OF COPIES REQUIRED

- A. Submit one electronic copy to the Architect.

#### 1.7 SHOP DRAWINGS

- A. Defined Inclusions: The term 'Shop Drawings' as used herein shall also include job layout and installation drawings as may be required for the work as certain trades (i.e., reinforcing steel, suspended ceilings, casework, etc.), as well as shop fabrication drawings.
- B. Format and Content: Make all drawings accurately to a scale sufficiently large to clearly show all pertinent features, method of fabrication, installation, and/or connection to the Work. Indicate size, type, dimension and location of all components, jointing, connections, etc.
- C. Make all drawings (copies) with white background. Maximum size shall be 11x17 and Shall be of a scale appropriate for that size paper. Submittals of larger sheets scaled down to 11x17 will be returned and will be required to be separated into multiple smaller sheets.

#### 1.8 SAMPLES

- A. Furnish all samples called for in the Contract Documents in quantity as required above for other submittals.
- B. In certain cases, so noted in the specifications, samples too large for handling as outlined herein, may be prepared and maintained on the job site, and the Architect will waive retention of sample at the time of completion. These samples are also exempted from the quantity requirements stipulated above and may be furnished in single (approved) number, as directed.

#### 1.9 COLORS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product submit accurate color samples and pattern charts to the Architect for his review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited for the installation, completely describe the relative costs and capabilities of each.

#### 1.10 CERTIFICATIONS, GUARANTEES, BONDS & WARRANTIES

- A. In addition to the Contractual guarantees required by the Agreement, General Conditions and Supplementary Conditions, furnish to the Architect, for forwarding to the Owner, all certifications, guarantees, bonds and warranties specifically called for in the Contract Documents, or ordinarily provided by manufacturers or suppliers of various portions of the Work.
- B. Time of Submittal:
  - 1. Certifications, guarantees, etc., or copies thereof of materials or equipment to be incorporated into the Work shall be furnished to the Architect upon delivery to site, and approved before installation.
  - 2. Certifications, guarantees, etc., or copies thereof, of installations, applications or assemblies shall be furnished upon completion of that portion of the Work and prior to Substantial Completion.

#### 1.11 LOG OF SUBMITTALS

- A. The log following this Section is furnished for convenience only and may not include all items required for submittal under the Contract.
- B. Items for which repeated submittals may be required, such as concrete load certificates, reinforcing steel drawings, etc., should be recorded on a separate log, but are included here as a reminder for initial and final processing.

### **PART 2 – PRODUCT**

(Not Used)

**PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 01 33 00**

**SECTION 01 35 00 – SPECIAL CONDITIONS**

In Addition to the Basic Provisions included in the CONDITIONS OF THE CONTRACT, the following requirements shall be strictly observed.

**PART 1 – GENERAL**

**1.1 SEQUENCING AND COORDINATION OF THE WORK**

- A. Due to demands of the Owner's continuing operations and regardless of the date of Contract execution, the existing certain areas of work shall not be available to the Contractor until after June 7th. These areas require extensive coordination with the Owner's Fencing Contractor or Owner's Egress Gate Contractor. Specific areas to be delayed include the following Sites:
  - 1. Columbia Elementary School
  - 2. Foothills Middle School
  - 3. Pioneer Middle School
- B. The Contractor shall coordinate with the Owner's Fencing Contractor and Owner's Egress Gate Contractor where indicated on the plans. Schedule shall be coordinated to fit in with the schedule established by the Owner's Contractors.
  - 1. Coordinate with the Owner's Fence Contractor to establish the layout, and footing locations and sequence of installation of footings and posts.
- C. The Contractor shall work with the Facilities Director and each individual school to schedule dates construction will occur and end and working times. Contractor shall adjust dates and time as required by the individual school to coordinate with their schedule and day to day activities.
  - 1. Contractor shall check in with staff and update the staff on areas of work and potential hazards that may exist.
  - 2. Contractor shall secure and store materials in a safe manner.
  - 3. Contractor shall anticipate that work will occur at times school is in session and kids are outside. He shall take appropriate measures to minimize noise and dust during these times.

**1.2 SUBSTITUTIONS**

- A. The Agreement is based upon the items and materials specified in the Contract Documents, including Addenda. In signing the Agreement, the Contractor warrants that he has verified availability and delivery of all items in order to properly complete the Work within the stipulated time of completion, and agrees that these are the items and materials to be utilized in the Work.

- B. During Bidding: The Architect (and Owner) will consider requests for substitutions of materials, products and equipment that the Bidder believes to be equal or superior to those specified, provided:
1. Requests for substitutions are submitted, in writing, at least 10 days (240 hours) prior to time set for Bid Opening.
  2. Requests are accompanied by all available technical data, sufficient for the Architect to make a rational judgment as to equivalence--5 copies of request and all data.
  3. The Architect's judgment as to equivalence and acceptability shall be final. Certain non-technical features, such as available color selection, and appearance, may be reason for approval or rejection.
  4. Approvals, if any, of approved substitutions will be made by Addenda issued to all Bidders.
- C. After Contract: During the term of the Contract, substitutions will be allowed in exceptional cases only where the Contractor proves that, through altered circumstances and no fault of his own, he is truly unable to obtain specified items. In any case, substitutions are subject to the approval of the Architect.

### 1.3 TEMPORARY CONSTRUCTION and SERVICES

- A. The Contractor shall provide electrical service, water and other utilities as necessary for performance of the Work.
- B. Contractor shall provide any temporary protection for his work and barricades as necessary for protection of persons and property as stipulated in the General Conditions of the Contract and as required by State and Federal regulations.
- C. The Contractor shall be responsible for installation, removal and paying all costs incidental thereto for a field telephone which shall be readily available for the use of the Contractor, Subcontractors, Architect/ Engineers and trades employed on the Work. An outside telephone bell shall be installed if the field office is unstaffed most of the time. Toll and long distance calls shall be made only under arrangement with the Contractor who shall be responsible for the collection and payment of all charges in connection therewith.
- D. Contractor shall provide toilet facilities and drinking water as necessary for his own employees and operations, promptly removing same when no longer necessary.

### 1.4 NO ON-SITE BURNING ALLOWED

- A. The Contractor shall not, under the work of this Contract, conduct any burning of slash, debris, scraps, wastage, etc., at the site, or on any property of the Owner's. The Contractor shall legally and appropriately dispose of all such material off-site. Should the Contractor choose to arrange for disposal burning at a remote site, of other ownership, he shall assume all related costs, risks and responsibilities, and shall hold the



Owner harmless from any problems, complaints, challenges, losses or damages, whether legal, financial or otherwise, arising out of such burning operations.

**PART 2 – PRODUCT**

(Not Used)

**PART 3 – EXECUTION**

(Not Used)

**END OF SECTION 01 35 00**

## SECTION 02 41 00 - DEMOLITION

CONDITIONS OF THE CONTRACT and DIVISION 1, as indexed, apply to this Section.

### PART 1 – GENERAL

#### 1.1 CONTRACT CONDITIONS

- A. Drawing indications of existing conditions are cursory, and for Contractor's general reference only. Contractor shall carefully examine existing conditions and accept existing construction and site improvements on an "as is" basis.
- B. When deemed necessary to facilitate Contractor's work, portions of building, or other improvements, may be removed and replaced in "as-is" condition, at Contractor's expense.
- C. The term "General Demolition" as used herein refers to all demolition other than abatement of asbestos, PCBs and other hazardous materials.

#### 1.2 SCOPE OF WORK

- A. Demolish and/or remove all existing construction components, site improvements, systems, items and equipment so indicated on the Drawings **and as further required to properly implement the new work of the Contract.**
- B. **Demolition Drawings (if any) are schematic and general in nature and do not attempt to show the exact scope or detail of all required demolition.**

#### 1.3 QUALITY ASSURANCE

##### A. Coordination

- 1. The Contractor shall fully coordinate **ALL** demolition work, as may be executed by various trades, etc.

##### B. Protections

- 1. All demolition work shall proceed in an orderly and careful manner with due consideration for any existing structures, including any portions of the surrounding structure, which are to remain.
- 2. The Owner is using the site, cooperate with him for continuous operation of his business.
- 3. Existing utilities, irrigation lines and heads, etc. are not indicated on the drawings. The Owner will assist where requested in locating existing lines, but it shall remain the Contractor's responsibility to sawcut, and excavate in such a manner that existing utilities are not damaged. Any damage to utilities shall be repaired by the Contractor at the Contractor's expense.

4. Provide protection of persons and property required by CONDITIONS of the CONTRACT and SPECIAL CONDITIONS. Provide protection to neighboring property, occupants of said property, customers, visitors, and passers-by, from damage, injury or discomfort caused by dust or any other nuisance. Periodically sprinkle to allay dust as required and/or directed.
5. Avoid any encroachment on adjacent properties unless prior written permission is obtained by Owners. Repair and make good any damage to adjoining properties or improvements caused by operations under this Contract.

#### 1.4 JOB CONDITIONS

##### A. Disposition of Removed Material

1. All material removed under this Contract, which is not to be salvaged or reused, shall become the property of the Contractor and be promptly removed from the site. General building materials may be reused on the Work if Architect specifically judges them equal to new in all critical respects. Certain items may be scheduled for reuse; (see Drawings for information.) Contractor shall store items to be reused on site as directed or in a bonded warehouse with approval of the Architect.
  - a. Contractor shall provide all testing and documentation required by the local landfill or governing authority to dispose of building materials and debris. If hazardous materials are identified the Contractor shall proceed as required by the General Conditions of the Contract.

#### 1.5 Salvage of Materials

- A. The Owner reserves the right to salvage certain construction materials, fixtures, or other existing items of value (as may be encountered). Items selected by the Owner for salvage under the Contract shall be removed with particular care and delivered to storage on the premises as directed by the Owner. Materials not claimed by the Owner for salvage, scheduled to be reused or to remain in the Work, shall become the property of the Contractor, and shall be removed promptly from the site.

### **PART 2 – PRODUCT**

(Not Used)

### **PART 3 – EXECUTION**

#### 3.1 DEMOLITION

- A. Execute all required demolition in an orderly and careful manner.
  1. Provide necessary support, shoring, etc. to existing improvements to remain as necessary to prevent damage.
- B. All debris and rubble shall be removed from the premises promptly and disposed of at Contractor's expense.

- C. Particular care shall be taken at boundaries of demolition work to provide for smooth and properly finished merging of new work with existing to remain. This shall include the removal of existing items as required to create a smooth surface or straight corner.
- D. All holes, cracks, voids, broken edges, etc., in existing surfaces or other building components to remain, resulting from demolition work, shall be filled, patched, or refinished as required for proper completion and appearance of the finished Work. Specific patching and finishing procedures for various materials may be further addressed in the various sections of these Specifications.

### 3.2 CLEAN UP and PATCHING

#### A. Repair of Damage

- 1. Repair or replace entirely, as required by Architect, any portion of existing property, building, or other improvements to remain, damaged in the course of demolition, or removed/modified to provide access to new work.

#### B. Clean Up

- 1. On completion of demolition work, leave the area of the Work and all adjacent areas clean and in satisfactory condition.

**END OF SECTION 02 41 00**

**SSECTION 03 30 00 – CAST-IN-PLACE CONCRETE**

CONDITIONS OF THE CONTRACT and DIVISION 1, as indexed, apply to this Section.

**PART 1 – GENERAL**

1.1 SCOPE

- A. The Extent of concrete work, excluding incidental patching, is shown on the Drawings.
- B. See Section 33 31 00 Chainlink Fencing for concrete footings at fence posts, unless integral with walks and curbs. PVC sleeves and grout to be provided under this Section.

1.2 STANDARDS

- A. Codes and Standards: Comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified:
  - 1. ACI 315"Manual of Standard Practice for Detailing Reinforced Concrete Structures"
  - 2. ACI 318"Building Code Requirements for Reinforced Concrete"
  - 3. ACI 347"Recommended Practice for Concrete Formwork"
  - 4. ACI 304"Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"
  - 5. ACI 605"Recommended Practice for Hot Weather Concrete"
  - 6. ACI 306"Recommended Practice for Cold Weather Concrete"

1.3 SUBMITTALS

- A. Submit mix design for approval, substantiated by test results for the various strengths and types of concrete required. Obtain Architect's acceptance of mix before delivery of material to job.

1.4 QUALITY ASSURANCE

- A. Workmanship: The workmanship must be equal to the best practice in modern construction. Contractor shall exercise the greatest possible care to make a uniform dense concrete of required strength, true to elevations and lines shown on the Drawings.
  - 1. All concrete work which does not conform to the specified requirements, including strength, tolerances, finishes, or due to excessive imperfections shall be corrected or removed and recast as directed by the Architect at the Contractor's expense without time extension therefore. The Contractor shall also be responsible for the cost of corrections to any other work affected by, or resulting from, corrections to the concrete work.
- B. Concrete Sampling and Testing: Materials and installed work will require testing and retesting by the Owner's inspection laboratory as directed by the Architect.
- C. Specimens will be taken by testing laboratory/special inspector. Contractor shall provide labor, and material as required, to assist testing laboratory in preparing specimens for

testing, and job storage facilities for making and storage of specimens. Assist in packing specimens for shipping.

1. Delivery of specimens will be done by testing laboratory/special inspector.
2. The Testing Laboratory may:
  - a. Make an analysis of aggregate in accordance with ASTM C33-80.
  - b. Test cement in accordance with ASTM C150 unless cement will be furnished from certified pretested bins.
  - c. Design mixes to obtain the minimum strength specified.
  - d. Make a complete inspection of the producer's plant prior to start of operation to verify that the plant is equipped with an approved metering device for determining the moisture content of the fine aggregate and the adequacy of all other quality controls.
  - e. Make and cure concrete test specimens for each strength of concrete in accordance with ASTM C31-69. Make not less than one set of three identical compression test specimens from concrete obtained from each one hundred (100) cubic yards or fraction thereof placed each day.
  - f. Make slump tests in accordance with ASTM C143-69 to control slump. Make one test for each batch of each strength of concrete and at least one test per hour during a continuous concrete pour.
  - g. Make air entrainment tests for each batch of each strength of concrete.
  - h. Keep an identification record of cylinders taken and concrete poured. Mark all cylinders from each set with the same number on one end and enter this number in a record book for this purpose with the date, time and location in the Building.
  - i. Make compression tests in accordance with ASTM C39-66. Where Type I cement is used, test one cylinder at 7 days and one cylinder at 28 days. Where Type III cement is used, test one cylinder at 3 days and one cylinder at 7 days. The third cylinder shall used as a check cylinder when required. If report is satisfactory, dispose of third sample; if report is unsatisfactory, test third sample at age selected by Architect.
  - j. Assume full responsibility for transportation of test specimens from job site to laboratory. Submit test reports to the Architect.

D. Evaluation of tests shall proceed promptly so as not to impede progress of the Work. Strengths of concrete shall be considered satisfactory if the average of any three consecutive strength tests of the laboratory cured specimens representing each specified strength of concrete is 15% greater than the specified strength, and if not more than 10% of the strength tests have values not more than 10% less than the specified strength.

1. If strength tests fail to meet the minimum requirements, the concrete represented by such tests shall be considered questionable and shall be subject to further testing.
2. The Architect may require test cores of hardened structure to be taken by the testing laboratory in accordance with ASTM C42-77 and C39-80. If test indicates core

specimen below required strength, remove the concrete in question and replace it without cost to the Owner.

## 1.5 COORDINATION

- A. Schedule the work and notify other trades in ample time so that provisions for their work can be made without delaying progress of the Project. Any patching or cutting made necessary by failure or delay in complying with this requirement shall be at the Contractor's expense.

## PART 2 – PRODUCT

### 2.1 MATERIALS

- A. Form Materials: Unless specified or detailed otherwise, construct all formwork with new plywood or clean steel forms, to provide continuous straight, smooth, exposed surfaces. Vertical surfaces not over 12" high may be formed with new dimension lumber or stock steel forms. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.
- B. Reinforcing Materials:
1. Reinforcing Bars: ASTM A615 deformed bars. Grade 60 unless otherwise noted.
  2. Dowel Bars: shall be plain steel bars conforming to ASTM A 615, ASTM A 616, or ASTM A 617 and shall be free from burring or other deformation restricting slippage in the concrete. Before delivery to the construction site each dowel bar shall be painted on all surfaces with one coat of paint meeting Federal Specification TT-P.
- C. Concrete Materials:
1. Cement shall conform to "Specifications for Portland Cement", ASTM C150, Type I or II.
  2. Aggregate shall conform to ASTM C33, except as modified herein. Aggregates shall be uncoated, clean and thoroughly washed before using and shall not contain disintegrated granite, shale or decomposed laminated pieces.
  3. Fine aggregate shall be concrete sand, as available from established, approved local sources.
  4. Maximum size of aggregate shall be 1-1/2" for standard weight concrete, but not larger than 1/5 of the depth of slabs or 3/4 of the minimum clear distance between reinforcing bars and forms.
  5. Water shall be clean and free from oil, acid, alkali, vegetable matter, organic matter and other deleterious substances.
  6. Water Reducing Agent(s) (Plasticizers): Sika 'Plastiment' or Master Builders' 'Pozzolith'.

7. Air-entraining admixture shall be per ASTM C260.

D. Related Materials:

1. Membrane forming curing compound, if and where allowed, shall conform to ASTM C309, Type 1.
2. PVC Sleeves: Schedule 40 PVC pipe, cut to lengths required.

2.2 CONCRETE FORMWORK

- A. Forms: Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
1. Formwork shall be designed to be readily removable without impact, shock or damage to concrete surfaces and adjacent materials and surfaces.
  2. Forms shall be in compliance with ACI 347 construct to sizes, shapes, lines and dimensions shown and to obtain accurate alignment, location, grades, level and plumb work in the finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features as shown or required in the Work. Solidly butt joints of forms and provide back-up at joints to prevent leakage of water and/or cement paste. Use vinyl foam tape at joints of formwork for all architecturally exposed concrete. Voids, honeycombing, sand pockets, fins, etc., may be cause for rejection.
  3. Fabricate forms for easy removal without hammering or prying against the concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
  4. Provide temporary openings where formwork is inaccessible for cleanout, for inspection before concrete placement by Architect/Project Engineer or Special Inspector, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of water or cement paste. Locate temporary openings on forms at inconspicuous locations as approved.
- B. Cleaning and Tightening: Before inspection of forms and reinforcing steel thoroughly clean forms and adjacent surfaces to receive concrete. Remove wood chips, sawdust or other debris just before concrete is placed. Retighten forms after placement of concrete, and as required, to eliminate any concrete or water leakage.
- C. Form for exterior slabs, walks, and steps to finish elevations indicated on Drawings and as otherwise required to provide positive drainage away from building(s) and off concrete surfaces.
1. Where not otherwise indicated, typical drainage slope shall be 1/4" per foot.



- D. Curbs and Curb/Gutters: Form to configurations shown on Drawings, with standard steel forms, or carefully fabricate forms from new plywood as specified above. Curb lines and surfaces are to be uniform, straight and true. Wavy, rough or irregular curbs/gutter will NOT be accepted.

### 2.3 REINFORCEMENT INSTALLATION

- A. All reinforcing steel shall be detailed in conformance with ACI "Manual of Standard Practice For Detailing Reinforced Concrete", except as otherwise shown.
1. Bars shall be free from loose, flaky rust, mud, mill scale, oil or other coating that will reduce bond.
- B. Placing: Reinforcement shall be accurately placed in accordance with Drawings, securely tied at intersections with 16-gauge black annealed wire, and maintained in proper position by chairs, bar supports, or other approved devices. Bars in footings shall be supported on precast concrete blocks. Support securely so that bars may be walked upon without displacement and fasten to prevent movement before and during placing of concrete.
- C. Laps and Splices: Bars shall lap 40 diameters at splices, unless otherwise indicated. Splices in adjoining horizontal bars shall be staggered at least 6 feet. Horizontal bars shall be hooked around corners not less than 24 diameters, with a minimum of 12", unless otherwise shown on Drawings.

### 2.4 PROPORTIONING and DESIGN of MIXES

- A. Exterior Concrete Slabs, Sidewalks and Curbs shall be as follows:
1. 4,500 psi at 28-day
  2. 6.5 sack cement/cu. yd. of concrete (minimum)
  3. .35 water/cement ratio
  4. 6.5% air entrainment
- B. Submit mix design for approval, substantiated by test results for the various strengths and types of concrete required. Obtain Architect's approval of mix before delivery of material to job.
- C. Air-entrained concrete shall be in strict accordance with agent manufacturer's printed instructions and shall be limited to the following:
- D. For concrete slabs (pavement)/walks exposed to weather, use 6.5% of entrained air, by volume, as determined by procedure prescribed in ASTM C231.
- E. For other concrete exposed to weather, use 4% of entrained air, by volume, per ASTM C231.
- F. For concrete at all other locations, use of air-entraining agents not permitted, except where approved by the Architect.

## PART 3 – EXECUTION

### 3.1 CONCRETE MIXING

- A. Mixing Concrete: Consistency of mix shall be obtained with the minimum amount of water required to produce a concrete that will flow sluggishly into the forms, work properly into the corners, angles, and reinforcement without excessive puddling, spading or vibrations and without permitting the materials to segregate or free water to collect on the surface.
- B. Maximum slump of all concrete measured in accordance with ASTM C143 shall be as follows: All slabs on grade: 2" for concrete which has plasticizer additive added (prior to addition of plasticizer); 3" for other slabs where no plasticizer additive is added; all other concrete, 4".
- C. Ready-mixed concrete shall be used in accordance with the Specifications and ASTM C-94-74a. Discharge and place concrete not later than one hour after the addition of water. Mix concrete for a minimum of 10 minutes, at least 3 minutes of which must be immediately prior to discharge at the site. No additional water to be added at the site.

### 3.2 CONVEYING and PLACING CONCRETE

- A. Do not place concrete until the forms and reinforcement have been completed and all preparations for the pour have been made, and have been inspected and approved by the Architect or his authorized representative.
- B. Notify Architect (and Special Inspector) not less than 48 hours before placing concrete.
- C. Clean formwork thoroughly, removing all loose dirt, scrap lumber and other debris from forms and footing trenches before pouring.
- D. In no case shall concrete be placed on standing water, muddy, soft or spongy areas. Subgrade conditions shall conform in all respects to requirements of Section on 'Earthwork' hereinbefore.
- E. Pours of concrete once started, shall be carried on as a continuous operation until the section of approved size and shape is completed.
- F. Depositing of concrete shall be continuous, or in layers, or bands, of such thickness that no concrete will be deposited on, or against, concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the section.
- G. Vibration shall follow immediately upon deposit so as to minimize entrapped air between concrete and form and to blend two layers.
- H. Slabs: Before placing slabs, removable screed shall have been installed at edges of walls and at as many intermediate locations as necessary to ensure correct elevations and true planes. Surfaces shall be defined by fair lines and be free from irregularities.

1. Place concrete on damp (not wet) firm earth, or drainage fill where so indicated on Drawings. Rod to uniform surface true to plane within 1/4" in 10' in any direction.
  2. Form slabs with control joints conforming to details on Drawings. Install joint filler strips, as detailed, wherever slabs abut vertical surfaces, and at all expansion joints in exterior slabs on grade. Control joints in exterior slabs are not to be more than 12'-0" o.c. in any dimension in any dimension, in any case, unless specifically dimensioned otherwise on Plans. Refer to details on Drawings for finish tooling pattern of joints in exposed exterior slabs.
  3. Prepare slabs for finishing by tamping concrete with special tools to force the coarse aggregate away from the surface and then screed to the required level.
- I. Curbs and Curb/Gutters: (Joints 10'0" o.c.)
- J. Cold Weather: When the mean daily temperature of the atmosphere is less than 50 degrees F., the contractor shall institute cold weather concreting precautions and practices in accordance with ACI standard recommended practice for winter concreting ACI 604 (306). Admixtures shall be used in all concrete to reduce the mixing water requirements and to control the rate of hardening in keeping with specifications requirements and prevailing job site temperatures. Exterior walks shall not be poured in freezing weather and shall be maintained at an surrounding air temperature of 40 degrees for a period of 28 days. No additional time will be given for delays to concrete placement due to ambient air temperatures or snow cover.
- K. Hot Weather: Arrangements for installation of windbreaks, shading, fog spraying, sprinkling, ponding or wet covering of a light color shall be made in advance of placement, and such protective measures shall be taken as quickly as concrete hardening and finishing operations will allow.
- L. Changes in Temperature: Curing temperature of all concrete shall be as uniform as possible. Changes shall not exceed 5 degrees F. in any one hour or 50 degrees F. in any 24-hour period.

### 3.3 PROTECTION and CURING

- A. Leave forms in place not less than the 7 days following the pour for curing, unless adequate provision is made to keep the surfaces of the concrete wet, or to prevent evaporation by application of a suitable, approved, membrane.
1. Concrete shall be protected from damage during removal of formwork and from injury resulting from the storage or movement of materials during construction.
  2. Apply Fluid applied curing compounds at a rate of 200 square feet per gallon and apply a second coat at a rate of 400 square feet per gallon. Curing compounds at slabs on grade shall be trowel applied. Exposed edges of curbs may be spray applied.
  3. When forms are removed prior to end of prescribed curing time, continue curing for the prescribed time as specified above.

### 3.4 SLAB FINISHES

- A. At exterior slabs and walks, not otherwise noted, lightly brush wet troweled surface with soft hair broom, all strokes perpendicular to walks or flow lines, or in direction as indicated on Drawings, to create moderately abrasive, uniform, non-skid surface. Where called for on Drawings, "smooth trowel" finish at exterior slabs and walks shall be "sweat" finish (not hard troweled) as approved.
1. Mark off slabs as indicated or directed; round edges to 1/2" radius prior to broom finish. Do not "shine" edges of joints unless otherwise noted on Drawings.

### 3.5 FINISHES OF FORMED SURFACES

- A. Standard Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or covered by other construction, unless otherwise shown or specified. Concrete surface may retain the texture imparted by the form facing material used, with significantly defective areas repaired and patched as specified. Form tie holes to be filled flush with formed concrete surface with cement grout.
- B. Standard Smooth Finish: For formed concrete surfaces exposed to view, or that are to be covered with a coating material applied directly to the concrete or a covering material bonded to the concrete such as waterproofing, dampproofing, painting or other similar system, provide as-cast concrete surface as obtained with the form facing material, with defective areas repaired and patched as specified, and fins and other projections on the surface completely removed and smoothed. Form tie holes to be filled and finished flush with formed concrete surface with cement grout.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces, strikeoff smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise shown.
- D. Miscellaneous Finish Patching: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete the work.

### 3.6 CONCRETE SURFACE REPAIRS

- A. Repair and patch defective areas with cement mortar immediately after removal of forms, but only as acceptable to the Architect/Engineer. Surface defects, as such, include color and texture irregularities, cracks, spawls, air bubbles, honeycomb, rock pockets and holes left by tie rods and bolts; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning.
1. Cut out honeycomb, rock pockets, voids over 1/2" diameter and holes left by tie rods and bolts, down to solid concrete, but in no case, to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement

mortar, thoroughly clean, dampen with water and brush-coat the area as acceptable to Architect.

2. For surfaces exposed to view, blend white Portland cement and standard Portland cement so that when dry, patching mortar will match color of surrounding surfaces. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- B. Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect/Engineer.
  - C. Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope. Replace such slabs, etc., which cannot be repaired satisfactorily and approved by Architect.
  - D. Repair finished unformed surfaces that contain defects which adversely affect durability of concrete. Surface defects include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets and other objectionable conditions.
  - E. Correct high areas in unformed surfaces by grinding, if approved by Architect, after concrete has cured at least 14 days.
  - F. Correct low areas in unformed surfaces during, or immediately after completion of surface finishing operations by cutting out low areas to the nearest joint or edge on all sides and replacing with fresh concrete. Finish repaired areas to match adjacent concrete.
  - G. All concrete slabs shall be tested with a straight edge in the presence of the Architect/Engineer prior to construction of walls, etc which would preclude removal and replacement of new concrete slabs. All high areas and low areas shall be repaired prior to acceptance and beginning of adjacent work.

**END OF SECTION 03 30 00**

## SECTION 03 48 00 – PRECAST CONCRETE UNITS

CONDITIONS OF THE CONTRACT and DIVISION 1, as indexed, apply to this Section.

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. The extent of precast concrete units is shown and detailed on the Drawings and specified herein. Certain stock pre-cast concrete items (e.g., manholes, bollards, drinking fountains, etc.) may be specified in other sections of these specifications.

#### 1.2 SUBMITTALS

- A. Manufacturer's Data, Precast Concrete Units: Submit manufacturer's specifications and instructions for all stock manufactured materials and products. Include manufacturer's certifications and laboratory test reports as required. After approval, provide instructions to installer in field.

#### 1.3 QUALITY ASSURANCE

- A. Reference Specifications: Comply with applicable requirements of Sections 03 30 00 CAST-IN-PLACE CONCRETE for material, testing, placing and curing, except as herein specified.
- B. Fabricator Qualifications: Only a firm which has had a minimum of 3-years successful experience in the fabrication of precast concrete units similar to the units required for this Project will be acceptable, or at Contractor's option, he may select to site precast concrete, unless otherwise noted herein, under observation of special inspection agency.
- C. Fabrication Qualifications: Produce precast concrete units at a fabricating plant engaged primarily in the manufacturing of similar units.
- D. Comply with PCI MNL-116 "Manual for Quality Control" for the production of precast concrete units.
- E. Design modifications may be made only as necessary to meet field conditions and to ensure proper fitting of the work, and only as acceptable to the Architect. Maintain the general design concept shown without increasing or decreasing sizes of members or altering profiles and alignment shown.

#### 1.4 DELIVERY, HANDLING and STORAGE

- A. Deliver precast concrete units to the project site in such quantities and at such times as will ensure the continuity of the installation. Store units at the project site to ensure against cracking, distortion, staining or other physical damage, and so that markings are visible.

### PART 2 – PRODUCT

2.1 CONTRACTOR DESIGNED REINFORCEMENT

- A. Reinforcement called for on the Drawings is designed only to allow the structure or unit to function structurally when finally erected and incorporated into the structure. The Contractor is responsible for design and provision of any and all additional reinforcing as may be required to accommodate lifting, erecting and temporarily supporting pre-cast items, appropriate to the particular method(s) of erection he chooses, at no additional cost to the Owner.

2.2 MATERIALS

- A. Concrete shall have compressive strength of 3,000 psi minimum at 28 days, unless otherwise indicated or as standard for machine cast units by approved manufacturer. Wall panels, columns, pilasters, and parapets shall have 4,000 psi minimum at 28 days.
- B. Bar Size Steel Shapes, Steel Bar Flats, and Steel Bar Rounds: ASTM A36 or ASTM A306, Grade 65.

2.3 PRECAST UNIT ITEMS

- A. Precast Curbs: WSDOT standard for precast cement (concrete) bumper curb, WSDOT standard plan F-1 and as detailed.

2.4 FINISHES

- A. Smooth finish, standard grey color.

**PART 3 – EXECUTION**

3.1 INSTALLATION

- A. Install precast concrete units where shown and as detailed on Drawings and as indicated on submitted shop drawings. For precast curbs follow the following instructions:
1. Position the curb in the appropriate location. Using the holes molded in the curb as templates, mark the location of each hole on the asphalt surface and remove the curb.
  2. Drill each marking through the pavement to create space for 1/2" rebar pins.
  3. Clean and dry the area. Where existing pavement is covered with oil, tar, etc. flush the surface and while it is still wet, apply sodium Metasilicate at a rate of 1-2 lbs per 100 sf of surface area. Leave on the surface for at least 15 minutes, then scrub with a brush or broom and rinse the area.
  4. Fill the anchor grooves on the bottom of the curb with mortar composed of 1 part cement and 2 parts sand and Reposition the curb so that the pre-sunk holes align with the drilled pavement holes.

5. Hammer an 18" long 1/2" rebar rod through the center bolt hole into the drilled hole until stun against the counter bore hole. Repeat for each bolt hole. Butter rebar with epoxy to help protect asphalt from cracking.

**END OF SECTION 03 48 00**



**SECTION 31 20 00 – EARTHWORK**

CONDITIONS OF THE CONTRACT and DIVISION 1, as indexed, apply to this Section.

**PART 1 – GENERAL**

1.1 SUMMARY

- A. Provide all earthwork, including excavating, filling, grading, backfilling, construction/storm water permits and monitoring, etc., required for this Work as indicated on the Drawings, specified herein and as required to provide a complete and finished Project.
- B. The Contract Sum, as bid, includes all earthmoving, excavating, filling, backfilling, grading, importing of materials and off-site disposal of excess materials, if any, as required to accomplish the work as shown on the Drawings and specified herein.

1.2 SUBMITTALS

- A. Submit samples of all imported materials to Architect/Engineer for approval at least 7 days prior to scheduled start of use. Certify to Architect/Engineer that all materials of each type used in the work is true to approved type sample.

1.3 QUALITY ASSURANCE

A. Safety Codes and Standards

- 1. Perform all earthwork in compliance with applicable requirements of governing authorities having jurisdiction, including the applicable Rules and Regulations of OSHA 1518, Safety and Health Regulations for Construction, Chapter XIII of Title 289, Code of Federal Regulations and of OSHA Part 1910, Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations and the Regulations of Washington Industrial Safety and Health Act.

B. Tests and Inspections

- 1. An Independent Special Inspector may perform tests and inspections of work under this Section. Relative compactions will be determined as specified under AASHTO: T180, or similar approved standard. Contractor shall cooperate in all respects to allow and assist in testing. The Owner's independent testing shall not relieve the Contractor from compliance with the work of this Section.

C. Pre-Contract Soils Investigation

- 1. Pre-contract soils sampling and analysis has not been performed at the Project site and the Owner cannot, and does not, guarantee that soils composition will be uniform throughout the site. It is assumed that soils encountered will be reasonably uniform and consolidated and of adequate bearing capacity for the relatively light

structural loads imposed by the construction under this Contract (i.e., 1,500 lbs/sf maximum).

2. Contractor shall anticipate and make allowance for an average and reasonable amount of variation from the typical soil types, in the area of the work. Contractor (bidders) shall familiarize himself with the site as fully as practical. Contractor (bidders) shall also account for seasonal variations and anticipate methods to obtain proper moisture for compaction. Claims for unforeseeable additional cost of earthwork will only be considered if Contractor encounters rock or soils substantially and extensively different and more difficult than those commonly occurring in the area of the site.

#### D. Layout and Control

1. General Contractor shall lay out all lines and levels. He shall employ a field engineer acceptable to the Architect/Engineer for layout of all work under this Section. Maintain all bench marks, control monuments and stakes as required for periodic verification of accuracy of construction.
2. If any discrepancies are found between the drawings and actual conditions at the site, Owner reserves the right to make minor adjustments in the work as necessary to accomplish the intent of the Contract Documents without increasing cost to the Owner.

### 1.5 JOB CONDITIONS

#### A. Existing Utilities and Improvements

1. The Drawings do not show all known existing underground or concealed utilities in the vicinity of the Work and, the Owner cannot guarantee that all such lines, etc., are known. Where existing utilities not shown on the Drawings are encountered, support, shore up, and protect same, and immediately notify Owner. Allow access opportunity and ample time for measures necessary for continuance and/or relocation of such services. Refer also to the Conditions of the Contract.
2. Where utilities, irrigation lines and wires, or other underground improvements are encountered and disturbed, it shall be the Contractor's responsibility to repair such utilities immediately and return to service.
3. Contractor shall modify existing landscaping, lawn, curbs, concrete walks, asphalt drives, etc. as necessary for new work and shall restore such items to original condition around the new work at the end of the work in that area. District shall modify irrigation prior to work as needed to incorporate new work.

#### B. Inspection

1. Examine the areas and conditions under which excavating, filling and grading are to be performed. Should any discrepancies between Drawings and Specifications and

actual site conditions be encountered, consult Architect before commencement of work.

C. Erosion and Water Quality Control

1. Precautions shall be taken during the entire construction period to minimize wind and water erosion. Bare earth shall be kept moist to prevent wind erosion. Contractor is warned that wind is a problem in the area of construction and he must have means and methods covered in his bid to perform sprinkling to control dust and airborne particles. Bare earth shall be seeded or mulched well in advance of winter, rainy season, and/or freezing weather. Means and methods (Best Management Practices, defined by DOE) shall be provided by the Contractor to prevent sediment laden Run off from entering the adjacent properties, roads or waterways.
2. No work of this Section shall allow excavated material to flow into existing creeks, rivers, lakes, wetlands, ground waters, storm systems and cause contamination of same. Contractor shall develop a containment plan for use in performing work and obtain all necessary permits and provide all monitoring as required by the governing jurisdiction.
3. Accidental spills of petroleum products, solvents, toxic chemicals, fertilizers, and construction materials shall be cleaned up immediately. Wash water, chemical and petroleum wastes shall be contained and prevented from entering ground water or runoff into waterways and shall be properly disposed of.
4. Where required by the governing authority the Contractor shall secure a Construction Stormwater Permit and shall submit a Notice of Intent application, 60 days prior to discharging storm water and develop a Stormwater Pollution Prevention Plan (SWPPP) prior to breaking ground.
  - i. The contractor shall designate an employee or other contracted individual to act as the person responsible for implementing and maintaining the permit requirements.

D. Protection of Persons and Property

1. All excavation or trenches near or under in-place footings or other improvements shall be cut in such manner so as not to undermine or reduce bearing for such improvements. All backfilling of such excavation shall be compacted to 95% maximum density, as specified, without disturbing bearing, for, or integrity of, adjacent footings or improvements.
2. Barricade open excavations occurring as part of this work and post with signage and warning lights. Operate warning lights as recommended by authorities having jurisdiction. No open excavations shall be left uncovered adjacent to walking surfaces without direct supervision.

3. Refer to various other sections of this specification for additional requirements for capping, temporary re-routing, etc., of existing on site utilities, irrigation lines, etc.

E. Protection of Existing Trees and Vegetation

1. Protect existing trees and other vegetation indicated to remain in place against unnecessary cutting, creaking, or skinning of roots, skinning and bruising of bark, etc.

F. Water and Frost

1. Keep earth under footings dry and free from frost. Should bearing surfaces be softened by water or frost, re-excavate to solid bearing and fill with 1,000 psi concrete.
2. Protect excavations from rain or water from any source during construction. Use suitable pumping equipment or other means as required by conditions. Continue pumping as necessary until completion of Project or until released by Owner.
3. When operations are interrupted by unfavorable weather conditions, prepare areas by grading and compaction to avoid ponding and erosion.

G. Trenching

1. Trenching for underground piping, electrical conduits, etc., done by the trade installing the pipes, conduits, etc., or others, shall conform to requirements of this Section. Backfilling of trenches shall conform to the requirements herein for 'Compacted Fill'. Provide 6" sand bedding and back fill with sand to 12" above spring line of pipe.

H. Cutting of Existing Pavements

1. Existing pavement surfaces shall be sawcut only to minimum width which will permit proper excavation and bracing of trenches, or other excavations. Exact locations of cuts shall be approved by the Owner in the field.

I. Replacing Pavements, Sidewalks and Curbs

1. All existing driveways, sidewalks, curbs or other paved or surfaced areas which are to remain shall be restored to their original condition as nearly as practical.
2. All replacement of surfaced areas shall be to the approval of the Architect.
3. If any pavement or surface area not immediately over or adjacent to a trench is disturbed or damaged as a result of operation of the Contractor, adequate repairs, as approve shall be made by the Contractor at his own expense.

J. Explosives

1. Do not bring explosives on site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.

K. Cleaning and Surplus Material

1. Conduct work in an orderly manner and so as not to create nuisance. Dirt shall not be permitted to accumulate on streets or sidewalks nor to be washed into sewers.
2. Remove from the site and legally dispose of all debris and excavated material not approved for fills, including oversize rock. No rubbish or debris shall be buried on the site.

**PART 2 – PRODUCT**

2.1 COMPACTED FILLS:

A. On-Site Backfill and Fill Materials

1. Approved suitable material from on-site excavation, or approved, imported, clean, granular material, free from organic matter and rocks or cobbles over 6" in diameter, and suitable for compaction, containing not more than 10% fines passing a 200 mesh screen.

2.2 DRAINAGE FILL

A. Drainage Course Fill (Capillary Break at slabs, etc.)

1. Clean washed or screened, uniformly graded mixture of crushed stone or crushed or uncrushed gravel, graded as follows:

a.	Sieve	%	Passing Sieve
	1-1/2"	100%	
	3/4"	90%	- 100%
	#4	0%	- 25%
	#20	0%	- 5%

**PART 3 - EXECUTION**

3.1 EXCAVATION

- A. **Excavation** consists of removal and disposal of material encountered when establishing required grade elevations, and includes removal and disposal of material of any classification
- B. **Unauthorized Excavation** consists of removal of materials beyond indicated sub-grade elevations or dimensions without specific direction of the Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.

1. Under footings or foundation base fill unauthorized excavation by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering require top elevation. Lean concrete fill may be use to bring elevations to proper position, when acceptable to the Architect.
2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of the same classification, unless otherwise directed by the Architect.

C. Additional Excavation

1. When excavation has reached required subgrade elevations, notify the Architect and District who will make inspections of conditions.
2. If localized areas of unsuitable bearing materials other than those identified on the Drawings, or other unsuitable conditions not reasonably anticipatable from the soils reports and other information contained in the Contract Documents are encountered at the specified subgrade elevations, the Architect will authorize the Contractor carry excavations deeper and replace the excavated material as directed.

D. Stability of Excavations

1. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
2. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
3. All excavation which will in any manner affect the bearing capacity of the soil foundation to receive floor slabs, walls, columns, footings, pipe beds, and all external backfill under paved areas shall be performed so as not to disturb existing soils to remain.

E. Dewatering

1. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
2. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footing, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
3. Convey water removed from excavations and rain water to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions

outside excavation limits for each structure. Do not use trench excavations as temporary ditches.

F. Excavated Materials

1. Excavated material suitable for filling shall be transported to the proper location for placing or materials shall be stockpiled on the property at separate location from approved topsoil stockpiles until required for backfill and/or fill. Place, grade and shape stockpiles for proper drainage.
2. Excavated material, such as boulders, not suitable for filling, may be used for construction of a rockery if so selected by the Architect during the course of the construction project, or removed and disposed of off the property when directed by the Architect. Generally, cobbles and boulders larger than 8" in diameter shall not be included in compacted fills except in "deep fills" as specifically authorized in writing by the Architect.
3. Locate and retain excavated materials away from edge of excavations while performing work in and around excavations.

G. Excavation for Slabs, Walks and Pavments

1. Excavate subgrade under pavements to comply with cross-sections, elevations and grades as shown.

H. Cold Weather Protection

1. Protect excavations against freezing when atmospheric temperature is less than 35 degrees F. Remove or recompact frozen and/or thawed portions as required before backfilling or installation of materials.

3.2 FILLING

A. Ground Surface Preparation

1. Remove vegetation, brush, debris, unsatisfactory soil materials, obstructions and deleterious materials from ground surface as described in, prior to placement of fills.
2. When existing ground surface to receive fill has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to specified percentage of maximum density to a minimum depth of 6".
3. Do not bury wood, metals, plaster, gypsum wallboard or other construction debris. Remove such from site.

B. Placement and Compaction

1. Place backfill and fill materials in layers not more than 6" loose depth for material compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.
  2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to required percentage of maximum density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen or contain frost or ice.
  3. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately the same elevation in each lift.
  4. Cobbles and boulders larger than 8" in diameter and broken inorganic rubble shall not be placed in compacted fills, except in "deep fills" as specifically authorized, directed and approved by Architect and Special Inspector.
  5. Compact with extreme care against foundations and retaining walls so as not to damage or weaken walls due to excessive pressure or vibration.
- C. Backfill excavations as promptly as work permits, but not until completion of the following:
1. Inspection, testing, approval, and recording locations of underground utilities.
  2. Removal of concrete formwork.
  3. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
  4. Removal of trash and debris.
  5. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- D. Exterior Drainage Course
1. At areas of concrete or pavement place drain course to uniform thickness indicated on Drawings, graded to achieve drainage slopes indicated or required.

### 3.3 COMPACTION

Control compaction during construction so that material is compacted to not less than the following percentage densities and according to the following standards, as applicable to the scheduled soil types:

- A. SOILS and GRANULAR MATERIAL - IN ACCORDANCE WITH (AASHO T-99 (standard proctor) or ASTM D-698):
1. Under Exterior Slabs, Walks and Curbs



- a. Compact top 6" of subgrade and each layer of backfill or fill material to 95% maximum density.

B. COARSE GRANULAR MATERIAL - IN ACCORDANCE WITH (ASTM D4253-54 (Maximum Index Density)) not conforming to the above standards for proctor test methods:

1. Under Exterior Slabs and Walks

- a. Compact top 6" of subgrade and each layer of backfill or fill material to 70% relative density.

### 3.4 GRADING

A. Uniformly grade areas within limits of Project, including perimeter transition areas, to achieve finish grade shown on Drawings and merge properly with existing grades to remain. Smooth finished surface within specified tolerances, with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:

1. Walks

- a. Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below the required subgrade elevation. Walks shall slope to drain as approved by Architect.

C. Proofing/Preparation at Non-Fill Areas

1. All areas to receive improvements shall be cleaned up, improved, compacted, and maintained as required, to achieve uniform subgrade conditions essentially equivalent to those specified above and as specified under 'COMPACTION', prior to placements of any improvements. Proof all subgrade surfaces with a 20,000 lb static wgt. vibratory pad compactor after compaction; excavate and fill (or dry out) any soft, spongy areas; remove all organic or extraneous matter on or near the surface; all as required and approved by the Architect/Engineer or Special Inspector. Maintain surface and subgrade in proper condition until improvements are in place.

D. Maintenance

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Sprinkling of the finish surface with water may be required to control wind erosion of the graded area.

2. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.
3. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

**END OF SECTION 31 20 00**