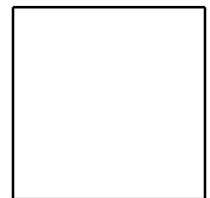


PROJECT MANUAL

SECURITY IMPROVEMENTS **Wenatchee School District #246**

Wenatchee, Washington

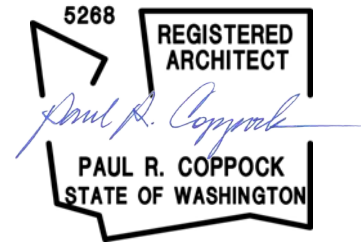


DOH 1904.1

Wenatchee School District #246
SECURITY IMPROVEMENTS
Wenatchee, Washington

DOH #1904.1

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

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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 Improvements 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 2:00 pm on January 17th, 2020.
 - 2. Bids received after this time will not be considered.

1.2 SCOPE OF WORK

- A. Provide minor demolition, interior walls, steel frames, hollow metal window and door frames, and doors as required to form an interior vestibule at multiple schools. Improvements also include modification of existing casework, painting, entry mats, ceiling repair, etc.
- B. Door Hardware installation includes door operators, exit devices, removable mullions, electric strikes, and boxes and conduit for access controls. Work includes coordination with Owner's Contractors and crew, particularly with the Owner's access controls installation.
- C. Exterior work includes steel fabricated fencing and gates with exterior closers, exit devices, hinges, etc.

1.3 CONTRACT DOCUMENTS

- A. Bidding Documents, including Instructions to Bidders, Form of Agreement, General Requirements, Drawings and Specifications entitled, SECURITY IMPROVEMENTS 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 PRE-BID SITE WALKTHROUGH

A. Due to access restrictions at the various schools, the District and the Architect will conduct a walkthrough of all schools prior to bid. While this walkthrough is not mandatory, it is highly recommended. The following date is set for the walkthrough:

1. January 3rd, 2020 at 10:00am at the north end of the east parking lot of Sunnyslope Elementary School, 3109 School Street, Wenatchee, Washington.

1.5 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.

1.6 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

1.7 PUBLICATIONS

A. Published as legal advertisement:

1. Wenatchee World December 19th and 26th, 2019, and January 2nd 2020
2. Daily Journal of Commerce December 19th and 26th, 2019, and January 2nd 2020

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 IMPROVEMENTS

- 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. 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, 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. 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 the 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" 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.
 - 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 Abbreviated 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.

- 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 Conditions of the Contract, not as a penalty but as liquidated damages, for each calendar day that the Contractor shall be in default beyond the number of days 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

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PROPOSAL FOR: SECURITY IMPROVEMENTS

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- 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. 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, 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. 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 the 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" 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.
 - 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 Abbreviated 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.

- 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 Conditions of the Contract, not as a penalty but as liquidated damages, for each calendar day that the Contractor shall be in default beyond the number of days 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 Improvements

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. Combined Work Alternates, the undersigned agrees to perform (or not perform), the following work items of work, as described in the Contract Documents and Schedule of Alternates, for the following additions to (or deductions from), the Base Bid:

a. Alternate #1, Exterior Door Hardware

(\$ _____).

b. Alternate #2, Exterior Egress Gates

(\$ _____).

3. The undersigned also guarantees the above Alternate Bid Prices for Thirty (30) 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.

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 30 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 the modified AIA Form of Agreement A104-2017 included within 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 in not later than August 21st, 2020, 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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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:

<< >>

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 15.2.2.4 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.

§

§ 6.1.2 The Specifications:

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

« »

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.)

« »

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:

« »

§ 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

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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.

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

A. Alternate 1

1. Provide Exterior Door Hardware as identified on the drawings as “Exterior Door Hardware SECURITY IMPROVEMENTS”. Work includes the installation of ADA door controllers, junction boxes and electric strikes, and the replacement of closers, stops, removable mullions, exit devices, etc.
2. The District will furnish the following:
 - a. Card reader with associated wiring and connections in Contractor installed junction box and conduit.
 - b. Wiring for door position switches furnished, but not installed.
 - c. Kantech access control panels.
 - d. Door release, lock down, shelter in place, and access control reset buttons with associated wiring and connections.
 - e. Replace screws in exiting removable mullions to remain.
 - f. 120v power and connections to the ADA door operator power supply.
 - g. Wiring from the access control power supply to a junction box concealed above the ceiling for the ADA controller activator buttons.
 - h. Wiring to reach J-box above removable mullion for electric strikes furnished, but not installed.
 - i. Fire caulking for penetrations created by the District.
 - j. Audible horn and signal and associated wiring and connections.
 - k. Exterior weather awning.
3. The Contractor shall perform all remaining work, including but not limited to the following:
 - a. Furnish and installing conduit and junction box for card readers.
 - b. Pulling District supplied wire from the access control panel to a junction box and connecting to Contractor provided wire from the door strikes.
 - c. Pulling District supplied wire from the access control panel to Contractor installed door position switches.

- d. All connections and wiring between the ADA door controller power supply and the ADA door controller and the activator buttons. Connections shall be routed through a junction box located in a nearby ceiling. The purpose of the J-box is to allow the District to intercept the wiring for access control purposes.
 - e. All junction boxes and raceways between devices to a specified room and accessible concealed space.
 - f. Fire caulking penetrations for wiring created by the Contractor.
 - g. All door hardware, removable mullions, components specified, components listed on plans and all other miscellaneous components.
 - h. All final testing of devices.
4. Under the Base Bid, the contractor shall address the interior doors, hardware, and other components. Specific exterior door hardware to be addressed under the base bid includes, but is not limited to:
- a. Pulling District supplied wire from the access control power supply to new activator buttons for the existing ADA door controller at the exterior door.

B. Alternate 2

- 1. Provide exterior Security Egress Gates as identified on the drawings as “Security Egress Gates SECURITY IMPROVEMENTS”. Work includes the fabrication and installation of structural steel gates with door hardware such as closers, exit devices, stops and hinges. Provide all fasteners, grout, paint, etc. as required for a fully functional installation. Work also includes installation of closers, mounting plates, and weather protection of closer at the chain link fence gates provided by others.
- 2. Under the Base Bid, no exterior work is to be completed with the gates.

PART 2 – PRODUCT

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION 01 23 00

SECTION 01 25 00 – SUBSTITUTIONS and PRODUCT OPTIONS

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. For products specified only by reference standards, select any product meeting standards, by any manufacturer, subject to review by the Architect.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named or submit proposed equivalents for prior approval as defined hereafter.
- C. For products specified by naming only one product and manufacturer, there is no option, and no substitution will be allowed except by prior approval as defined hereafter.

1.2 SUBSTITUTIONS

A. During Bidding

- 1. Architect/Engineer will consider written requests, (on "Substitution Request" form provided hereinafter only) for substitutions, provided such requests are received at least 10 days (240 hours) prior to bid date and hour. Requests received after that time will not be considered.
- 2. Approvals, if any, of proposed substitutions will be by addenda to all bidders of record.

B. After Contract is Signed

- 1. The Agreement is based upon the items and materials specified in the Contract Documents. In signing the Agreement, the Contractor warrants 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.
- 2. During the term of the Contract, substitutions will be allowed in exceptional cases only, and under one or more of the following conditions:
 - a. Required for compliance with final interpretation of code requirements or insurance regulations.
 - b. Unavailability of specified products, through no fault of the Contractor.
 - c. Subsequent information discloses inability of specified products to perform properly or to fit in designated space.

- d. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as required.
 - e. When it is clearly seen, in the judgment of the Architect/ Engineer, a substitution would be substantially to the Owner's best interests, in terms of cost, time or other considerations.
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.

C. Substitution Request

1. The Contractor shall submit 3 copies each of "Substitution Request Form" (included hereafter) which shall include, and or/be accompanied by, the following:
 - a. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 1) For products:
 - a) Product identification, including manufacturer's name and address.
 - b) Manufacturer's literature.
 - i. Product description
 - ii. Performance and test data
 - iii. Reference standards
 - c) Samples
 - d) Name and address of similar projects on which product was used, and date of installation.
 - 2) For construction methods:
 - a) Detailed description of proposed method.
 - b) Detail drawings clearly illustrating methods.
 - b. Itemized comparison of proposed substitution with product or method specified.
 - c. Data regarding changes in construction schedule and relation to separate contracts.
 - d. Accurate cost data on proposed substitution in comparison with product or method specified.
 - e. A self-addressed, stamped, envelope for return of Substitution Request Form. Substitutions may be rejected if self-addressed, stamped envelope does not accompany submittal.

D. In making request for substitution, Bidder/Contractor represents:

1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified. He will provide the same guarantee for substitution as for product or method specified. He will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects.
2. He waives all claims for additional costs related to substitution which consequently becomes apparent.
3. Cost data is complete and includes all related costs under this Contract, but excludes:
 - a. Costs under separate contracts
 - b. Architect/Engineer's redesign

E. Substitutions will not be considered if:

1. They are indicated or implied on Shop Drawings or Product Data submittals without request submitted in accordance with this Section and the General Conditions.
2. Acceptance would require substantial revision of Contract Documents.

1.3 PRODUCT LIST

- A. Within 30 days date of Contract, submit to Architect/ Engineer 5 copies of complete list of all products which are proposed for installation.
1. Tabulate list by each Specification Section.
 2. For products specified under referenced standards, include with listing of each product:
 - 1) Name and address of manufacturer
 - 2) Trade name
 - 3) Model or catalog designation

PART 2 – PRODUCT

(Not Used)

PART 3 – EXECUTION

(Not Used)

SUBSTITUTION REQUEST FORM
(SUBMIT 3 COPIES)

TO: _____
PROJECT: _____

We hereby submit for consideration, following product instead of specified item for the above project.

SECTION SPECIFIED ITEM

PROPOSED SUBSTITUTION: _____

Attach technical data, including laboratory tests and samples as applicable.
Detailed comparison of the significant qualities (size, weight, durability, performance and similar characteristics, and including visual effect where applicable) for the proposed substitution in comparison with the original requirements.
List completely installation changes and changes to Drawings and Specifications required by proposal.

FILL IN THE BLANKS BELOW:

- A. Does substitution require change in Drawing Dimensions? _____
- B. What effect does substitution have on other trades? _____
- C. Differences between proposed substitution and specified item? _____
- D. Manufacturer's guarantees of proposed and specified items are:
_____ Same _____ Different (Explain on Attachment)
- E. Name and address of 3 similar projects on which the product was used.
_____ (Attach)
- F. Contract completion date is _____ Same _____ Different (Attach)

Undersigned attests function and quality equivalent or superior to specified item and waives his rights to additional payment and time which may subsequently be necessitated, by failure of the substitution to perform adequately, and for the required work to make corrections thereof. The undersigned will pay for any resulting design changes, including engineering and detailing costs, required to accommodate this substitution and the original design intent.

SUBMITTED:

Signature

Firm

Address

Telephone

Date

For Use by Architect

Accepted _____ Accepted as
Not Accepted _____ Noted
Received to
Late
By: _____ Date: _____
Remarks: _____

END OF SECTION 01 25 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 - 26.
- 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 Prime Contractors for the Work, if any). 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.).
- 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 where all documents are 11x17 or smaller format.
- B. Physical copies of submittals larger than 11x17 shall be submitted to the Architect in the following quantities:
 1. The number required to be returned to the Contractor plus 2 copies to be retained by the Architect and Owner.
- C. Copies required for inclusion in the O & M manuals, under Section 01 78 23 are in addition to the number of copies here required.

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. Fold sheets larger than 11" x 17" neatly to 8-1/2" x 11" packet size with identifications, as specified above, visible on top fold.

1.8 SAMPLES

- A. Furnish all samples called for in the Contract Documents in quantity as required above for other submittals.
- B. Unless otherwise specifically directed by the Architect, all samples shall be of the precise article, material or finish proposed to be incorporated into the Work. **Photographic representations**, or other simulations of materials or finishes are **not acceptable**. Refer also to specific requirements in the various technical sections of these Specifications.
- C. 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.
- C. All items requiring color (or pattern) selection must be submitted before any selections/approvals can be made. The color scheme may be approved by the Owner individually for each school. ALL color selection submittals should be received as quickly after Contract execution as possible in order to avoid delay in ordering of certain long lead items.

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 Contractor shall develop a log of submittals for each item and shall record the date the item is transmitted, returned, resubmitted and shall record the action taken.
- 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 DELAYED START OF WORK and/or REQUIRED OCCUPANCY DEADLINES ON CERTAIN PORTIONS OF THE PROJECT

- A. Due to demands of the Owner's continuing operations (i.e., classroom and shop education), regardless of the date of Contract execution, the existing buildings cannot be available for interior work to begin until **June 15, 2020**.
 - 1. Prior to this date on-site work must be limited to earthwork utilities, structure, etc., in the area of new building additions and site improvements.
 - 2. Certain areas of the existing building may be accessed as needed after hours and during weekends to view existing conditions, make electrical connections, execute minor non-disruptive demolition and patching, and other preparatory work for the interior improvements.
- B. It is essential that the Owner take occupancy of the lobbies and access through the front doors and has functioning egress gates on **August 21, 2020**.
- C. In the event that substantial completion cannot be achieved (e.g., due to unforeseen circumstances beyond the Contractor's control) by the stipulated date(s), the Contractor shall cooperate in making the (required portions of the) facility practically and legally occupiable by said date(s), by whatever means necessary.
- D. All work of this Contract occurring before June 15, 2020 shall be conducted, scheduled and phased in such a manner that the Owner can continue his educational operations and have full unrestricted access through the lobby during the course of construction, with minimum possible interruption and discomfort to students and employees.

1.2 SEQUENCING AND COORDINATION OF THE WORK

- A. The Contractor shall coordinate with the Owner's Staff, Chainlink Fencing Contractor, and Concrete Contractor where indicated on the plans. Schedule shall be coordinated to fit in with the schedule established by the Owner's Staff and Contractors.
 - 1. Coordinate with the Owner's staff to confirm the routing of conduits and location of boxes and other improvements with each school.
- B. 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.

1.3 TEMPORARY CONSTRUCTION and SERVICES

- A. The Contractor shall may utilize existing electrical service, water and other utilities as necessary for performance of the Work where available. In the event necessary utilities are not available it shall be the Contractor's responsibility
- 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. Existing Restroom facilities shall not be used by the Contractor.

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.

1.5 OWNER FURNISHED CONTRACTOR INSTALLED (OFICI) ITEMS

- A. Certain items, as noted on the Drawings and/or designated in the various technical sections of the Specifications, will be furnished by the Owner to the Contractor for incorporation into the Work. These items include, though are not necessarily limited to, the following:
 1. Refer to Section 01 23 00 for certain requirements related to the Alternate Bid Items.

2. The District will furnish the following:
 - a. Card reader with associated wiring and connections in Contractor installed junction box and conduit.
 - b. Wiring for door position switches furnished, but not installed.
 - c. Kantech access control panels.
 - d. 120v power and connections to the ADA door operator and to the magnetic lock power supply.
 - e. Wiring from the access control power supply to a junction box concealed above the ceiling for the ADA controller activator buttons.
 - f. Power supply for electric strikes.
 - g. Wiring to J-box above removable mullions for electric strikes provided, but not installed.
 - h. Fire caulking for penetrations created by the District.
 3. The Contractor shall perform the work to complete the aforementioned products, including but not limited to the following:
 - a. Furnish and install conduit and junction box for card readers.
 - b. Pulling District supplied wire from the access control panel, or nearby location as indicated on drawings, and connecting to the Contractor provided door position sensors.
 - c. All connections and wiring between the ADA door controller power supply and the ADA door controller and the activator buttons. Connections shall be routed through a junction box located in a nearby ceiling. The purpose of the J-box is to allow the District to intercept the wiring for access control purposes.
 - d. All connections and wiring between the magnetic lock power supply and the magnetic lock.
 - e. Pulling District supplied wire from the access control panel to a junction box and connecting to Contractor supplied wire from the door strikes.
 - f. All junction boxes and raceways between devices to a specified room and accessible concealed space.
 - g. Fire caulking penetrations for wiring created by the Contractor.
 - h. All final testing of devices.
- B. It shall be the Owners responsibility to provide the Contractor with appropriate technical information (i.e. product data, dimensions, support requirements, etc.) as

- requested and required, in ample time for the Contractor to make proper preparation as may be necessary to accommodate installation of these items. The Owner will also be responsible for the timely delivery, and installation where appropriate, of said items, complete and in proper operating/usable condition, into the Contractor's hands, or installed where the Contractor can access materials, at the site of the Work.
- C. The Contractor shall co-operate with the Owner (and his vendors) in all respects and shall handle and install such items with the same care and diligence as items or materials purchased under this Contract. Contractor shall inspect these items at time of delivery/installation and by accepting delivery/installation into his care, warrant to the Owner that the items were apparently in proper, undamaged, operating condition at the time of delivery, and it shall then become the Contractor's responsibility to protect and maintain said items in that condition, except to the extent that damage due to fire, flood, or vandalism, arising from causes other than the Contractor's operations, may be covered by the Owner's property insurance.
- D. Contractor shall provide incidental materials required to properly complete installation such as blocking, nails, screws, stock brackets, fire caulking, etc. and cutting, patching and touch up of painting of adjacent surfaces as may be required. Installed items and materials shall be turned over to the Owner in properly finished working order.
- E. Proper installation (and start-up where applicable) of these items, and the proper repair of any damage suffered by the items once they have been accepted by the Contractor at the site, shall be warranted by the Contractor under the General Conditions, the same as the rest of the Work.

PART 2 – PRODUCT

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION 01 35 00

SECTION 01 73 29 – CUTTING and PATCHING

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. This Section includes procedural requirements for cutting and patching. Refer to specific sections related to the work shown on the drawings for integration of other elements.
 - 1. Cutting shall entail removal of in-place construction necessary to permit installation or performance of other work.
 - 2. Patching shall require fitting and repair of work required to restore surfaces to original conditions after installation of other Work.

1.2 SUBMITTALS

- A. Submit a written request in advance of cutting or alteration which affects the structural integrity of any element of the project, compromises the integrity of any surface exposed to the weather or moisture related elements, disturbs the efficiency, maintenance, or safety of any operational element, changes the visual qualities of site exposed elements, or modifies the work of the Owner or the Owner's Contractor.
 - 1. Written requests should identify the project and specifics regarding the location, method and timing of the work. Details and engineering calculations shall be provided for any modifications to the structural elements of the building.

1.3 QUALITY ASSURANCE

- A. Unless specifically authorized in advance, the Contractor shall not make modifications to essential building items.
 - 1. Structural elements shall not be cut or patched in a manner that could change their load-carrying capacity.
 - 2. Existing building improvements to remain which are affected by demolition or construction activities shall be shored, supported, etc. as required to maintain their integrity and facilitate integration into the new work.
 - 3. Operational equipment such as fire-suppression systems, mechanical, electrical, access controls, etc. (or other miscellaneous elements) shall not be modified in a manner that reduces their capacity to perform as intended or results in increased maintenance or decreased operational life, or safety.
 - 4. No cutting and patching shall be done in a manner that results in the visual evidence of the work. Do not cut and patch construction exposed on the exterior or in

occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- B. Before proceeding meet at the project site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 JOB CONDITIONS

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
- B. Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
- C. Provide temporary support of Work to be cut.
- D. Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- E. Avoid interference with use of adjoining areas or interruption of free passage to adjoining area.
- F. Existing Utility Services and Mechanical/Electrical Systems:
 - 1. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize/prevent interruption to occupied areas.

PART 2 – PRODUCT

2.1 IN-PLACE MATERIALS

- A. Use materials identical to the in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 – EXECUTION

3.1 PERFORMANCE

- A. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- B. Cutting:

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 2. Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - b. Cut or drill from exposed or finished side into concealed surfaces.
 - c. Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 3. For mechanical and electrical services, cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 4. Proceed with patching after construction operations requiring cutting are complete.
- B. Patching:
1. Patch by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - a. Surface shall have all irregularities such as nail or screw pops, holes, gouges, paint drips, debris under or on surface, cracks, sealant joints, corner and edge beads, etc. corrected for a uniform and smooth finish. Where texturing occurs, retexture to match existing surface.
 2. Inspect and test patched areas after completion to demonstrate integrity of installation where feasible.
 3. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore any damaged pipe covering to its original condition.

4. Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - b. At penetrations of fire rated walls, partitions, ceilings or floor construction, completely seal void with fire rated materials to full thickness of the penetrated element.
5. Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
6. Patch exterior building enclosure components in a manner that restores enclosure to a weather tight condition.

3.2 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty and similar materials.

END OF SECTION 01 73 29

SECTION 01 74 00 – CLEANING

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. Maintain premises and public properties free from unnecessary accumulations of waste, debris, and rubbish caused by operations, through-out the course of the work.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and thoroughly clean all areas and surfaces; leave Project clean and ready for occupancy.

1.2 MANUFACTURER'S TRADEMARKS and NAMES

- A. The Architect reserves the right to review and request the removal of the manufacturer's 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.

1.3 SAFETY REQUIREMENTS

- A. Maintain Project in accordance with local City, County, or State applicable Standards and Regulations.
- B. Store volatile waste in covered metal containers, and remove from premises daily. Prevent accumulation of waste which create hazardous conditions. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not bury rubbish and waste materials on Project site.
 - 2. Do not dispose of volatile waste such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of waste into streams or waterways.

PART 2 – PRODUCT

2.1 GENERAL

- A. Use only cleaning materials recommended by the manufacturer or surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

- A. Maintain building, grounds, and public properties free from accumulations of waste materials and rubbish. Provide on-site containers for collection of waste materials, debris, and rubbish.
- B. Contractor shall take appropriate steps to prevent airborne dust from soiling or otherwise affecting the work of the Contract. Physical barriers, such as walls or polyethylene shall be erected as necessary to prevent the spread of dust within the building.
- C. Wet down dry materials and rubbish to allay dust. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- D. At reasonable intervals during progress of work, remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- E. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted or uncured surfaces.

3.2 FINAL CLEANING

- A. Employ appropriately experienced workmen, or professional cleaners, for final cleaning.
- B. In preparation for Substantial Completion or occupancy, conduct inspection of all interior and exterior surfaces, and of concealed spaces, in order to determine scope of required cleaning and properly direct cleaning personnel.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, paint splatters, and other foreign materials from all visible interior and exterior finished surfaces.
- D. Polish glass, fixtures, and hardware, and bright finish specialty items to uniform shine without streaks.
- E. Repair, patch, and touch up marred surfaces to match specified finish(s).
- F. Thoroughly vacuum all carpeting and mop/wash all hard surface floors at areas of new work.
- G. Broom clean exterior paved surfaces at areas of new work.
- H. Maintain premises in clean condition until Project, or portion thereof, is occupied by Owner.

- I. The foregoing provisions shall apply to all areas of new construction, and also to any areas or portions of the existing buildings and improvements that are in any way affected by the work of this Contract.

END OF SECTION 01 74 00

SECTION 01 78 23 – OPERATING and MAINTENANCE DATA

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. The Contractor shall assemble and provide to the Owner, manuals as described below, containing all normally available technical information on proper operation and/or maintenance of **all** equipment, systems, materials, installations and assemblies that are a part of the Work of this Contract, as well as certain custom drafted instructions/recommendations where specified in the technical sections of the specifications.
- B. The fact that certain items are specifically noted for inclusion in the O & M Manual(s) in the various technical sections of the Specifications shall not be construed as reason for exclusion of customarily available information from the manual(s). **If instructions or recommendations exist, they shall be included.**

1.2 REQUIRED PROCEDURE

- A. Submittals of O & M Manuals 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. Prior to request for Pre-Final inspection, submit preliminary draft copies to Architect for approval before making up final copies. Upon approval and **prior to Owner Instruction Session(s)**, submit 2 final copies (of each manual) and 1 electronic copy to Architect for transmittal to Owner.

1.3 FORMAT

- A. Manuals shall be made up in 8-1/2" x 11", (nominal) standard 3-ring binders of good quality, labeled **on the spine** with title, job name and date. All contents shall be 8-1/2" x 11" sheets, except that drawings may be neatly accordion folded to 8-1/2" x 11" size and punched for insertion, with drawing identification clearly visible in lower righthand corner of top side of fold. All data in manuals must be clean, neat, clearly readable, and organized by Specification Division, or other logical sequence, with heavy manila tabbed dividers.
- B. An electronic copy of the manual shall also be submitted using the same organization, material and indexing as the hard copies.

1.4 CONTENTS

- A. Manuals shall include at least the following:

1. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation. (i.e., phone number of emergency service, etc.).
 2. Complete instructions regarding operation and/or maintenance of all items of equipment, devices, assemblies, manufactured systems, materials and finishes incorporated into the Work.
 - a. Include all assembly instructions and other related **packing materials** shipped with individual equipment and fixtures and used for installation of the product.
 3. Complete nomenclature of all replaceable parts of all equipment, devices or assemblies, their part numbers, current cost, and name and address of nearest vendor of parts.
 4. Copies of all guarantees and warranties called for and issued. These copies are in addition to those initially required for approval. Each guarantee, or attachment thereto, shall clearly state the date the guarantee (warranty) starts and the name, address and telephone number of the guarantor's representative nearest the Project who will, upon request from the Owner, honor the guarantee (warranty) and provide services prescribed therein.
 5. Copies of the related **approved** Shop Drawings (Layout Drawings, etc.) with all data concerning changes made during construction, as applicable, for all items in the manual.
- B. Where manufacturer's catalog pages are included in the manual(s), clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all data with which this installation is not concerned.

PART 2 – PRODUCT

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION 01 78 23

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. Prior to starting demolition, Contractor and Owner shall make a complete inspection of conditions of adjacent parts of the building and property, including visible defects close to, or adjoining spaces to be altered. 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. Refer to Section 01 35 00 SPECIAL CONDITIONS for requirements for delayed start of demolition work in certain areas.
- D. Refer to the General Conditions of the Contract for Owner's salvage rights, and protection of, and from, hazardous materials to remain.
- E. 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.**
- C. Also, at all visible finished areas within the Limits of Work, including the building exterior, remove any miscellaneous unused or abandoned items, such as old brackets, bolts, pipes, phone lines, TV cables, outdated signs, accessories, etc.

1.3 QUALITY ASSURANCE

- A. Coordination
 - 1. The Contractor shall fully coordinate **ALL** demolition work, as may be executed by various trades, etc., including mechanical and electrical.
- 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. Cover as necessary, allowing no leaks of water (or dust particles), even temporary, in existing building.
2. The Owner is using a portion of the building, cooperate with him for continuous operation of his business. Interruptions of any utility service shall be scheduled so as not to interfere with the Owner's business operation and as stipulated in Section 01 35 00 SPECIAL CONDITIONS.
3. 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.
4. 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 16.2.
 - b. The Owner maintains a record of Hazardous Material Surveys which the Contractor may access at his request.

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.
 1. Materials which shall be carefully removed by the Contractor and delivered to the Owner:

- a. Exit Devices/Latchsets
- b. Door Closers/Door Operators
2. Items to be carefully removed, cleaned, stored and re-used on the work as specified and shown:
 - a. Cabinets/Millwork
 - b. Lighting Fixtures
 - c. Exit Signs
 - d. Interior Signage
 - e. Wall Mounted Monitors

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. Use only covered debris boxes to convey demolished materials through the finished spaces of the existing buildings. Salvage items shall be wiped reasonably clean and delivered into Contract or Owner's storage, as scheduled, immediately upon removal.
- 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 such as corner beads, j-molds, etc. 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 STRUCTURAL DEMOLITION

- A. Before removal of structural walls, columns, beams, or other supporting members, provide shoring as required and in a manner suitable to the Work sequences.

- B. Where support of existing portions of the Work to remain is to be transferred to new construction, do not remove any other existing load carrying members until adequate temporary shoring, or new supporting structure, having attained full strength, is in proper place.
- C. Use carborundum saws, or other approved means to carefully cut concrete, masonry, and other structural material to remain in the Work. Contractor shall verify all existing conditions and locations of structural components prior to cutting any members or openings in walls. Said cutting shall not cut reinforcing steel required to remain in use.
- D. All new openings through existing walls shall be saw cut unless otherwise approved. Cutting of small round openings in concrete or masonry shall be by core drilling, if possible.

3.3 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

SECTION 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 05 12 00 STRUCTURAL STEEL FRAMING for coordination with steel erection.

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.

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, form concrete against earth or existing surfaces.

B. 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.

C. Related Materials:

1. Membrane forming curing compound, shall conform to ASTM C309, Type 1.
2. PVC Sleeves: Schedule 40 PVC pipe, cut to lengths required.
3. Non-Shrink Grout: Master Builders 'Masterflow 928', or approved

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.

- B. Form for interior slabs to existing finish elevations or as needed to coordinate with other work.

2.3 PROPORTIONING and DESIGN of MIXES

- A. Provide the following class of concrete, except as otherwise specified or noted on Drawings:
 1. 3,000 psi at 28-day
 2. 5.5 sack cement/cu.yd. of concrete (minimum)
 3. 6.0 gallons of water/sack of cement (maximum)
 4. 3% 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.

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 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 fence posts 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. Remove all loose dirt, and other debris from footing excavations before pouring.
- C. In no case shall concrete be placed on standing water, muddy, soft or spongy areas.
- D. Pours of concrete once started, shall be carried on as a continuous operation until the section of approved size and shape is completed.
- E. 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.

- F. Vibration shall follow immediately upon deposit so as to minimize entrapped air between concrete and form and to blend two layers.
- G. 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. At exposed concrete, 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.
 - 3. When forms are removed prior to end of prescribed curing time, continue curing for the prescribed time as specified above.

3.4 CONCRETE SURFACE REPAIRS

- A. Repair and patch defective areas with cement mortar immediately after 3 days, 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.
- B. Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect/Engineer.
- C. Correct high areas in unformed surfaces by grinding, if approved by Architect, after concrete has cured at least 14 days.
- D. 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.

END OF SECTION 03 30 00

SECTION 05 12 00 – STRUCTURAL STEEL FRAMING

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

PART 1 – GENERAL

1.1 SUMMARY

- A. Furnish all labor, materials, tools, fasteners, appliances, equipment plant services and other facilities, hauling and transportation to completely manufacture and install all items of hot rolled structural steel framing, except those components specified in other Sections of this specification.
- B. Work includes, but is not limited to interior wall framing support.
- C. Refer to Section 05 50 00 for work with exterior egress gates.

1.2 SUBMITTALS

- A. Submittals must be approved prior to the start of any work and in accordance with Division 1.
- B. Submit shop drawings showing complete details and schedules for the fabrication and shop assembly of members.
- C. Proof of Compliance: Upon completion of this portion of the Work, and as a condition of its acceptance, deliver to the Architect a letter signed by an official of the structural metal framing and installing firm or firms certifying that all structural metal framing was furnished and installed in complete accordance with this Section of these Specifications.

1.3 QUALITY ASSURANCE

- A. Inspections and tests shall conform to requirements, DIVISION 1.
- B. All structural steel design, fabrication and erection shall conform to all applicable requirements of the International Building Code, latest adopted edition, and shall be based on the latest editions of the A.I.S.C. specifications and codes as follows:
 - 1. Specification for Structural Steel Buildings - allowable stress and plastic design, or load resistance factor design specification for structural steel buildings.
 - 2. Code of Standard Practice for Steel Buildings and Bridges, current edition, amended by the deletion of the following phrase in Paragraph 4.4.1 (b): “Confirmation that the Owner’s representative for design has reviewed and approved the connection details shown on the shop drawings and erection drawings.”
 - a. In reference to Section 3.1.6, the fabricator shall review project specifications and architectural drawings to determine painting requirements. Members embedded in concrete or to receive spray-on fireproofing shall not be painted.

- b. In reference to section 3.3, fabricator shall follow project specifications to verify engineer's intent in the event of discrepancies between drawings and specifications.

3. Specification for Structural Joints Using ASTM A325 or A490 Bolts.

- C. Contractor shall also comply with OSHA Regulation 29 CFR Part 1926 Subpart R - Steel Erection, current edition. Miscellaneous plates for guying cable attachments, temporary joist bracing, etc. shall be added as required. Contractor shall evaluate columns and provide adequate base plate, shims, guys, or temporary bracing as required per Section 1926.755.
- D. All welders shall be WABO certified in accordance with AWS requirements.
- E. All work shall be performed in accordance with best trade practice which will ensure a finished product of the highest quality obtainable within the trade. When in the opinion of the Contractor or his subcontractor, materials or procedures are specified which are contrary to best trade practice for obtaining this desired quality, he shall contact the Architect for the necessary modification or correction to the Specifications prior to submitting his bid proposal.

1.4 DELIVERY, HANDLING and STORAGE

- A. Use all means necessary to protect the materials of this Section before, during and after installation and to protect the work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.
- C. Deliver materials in the proper erection sequence, including all necessary bolts and connections. Fabricator shall include templates and instructions for setting of anchor bolts.

1.5 COORDINATION

- A. The Contractor shall ensure coordination and cooperation among the various trades in planning and layout of work.
- B. The Contractor shall order materials and supplies in a timely manner to ensure adherence to the schedule. Furnish structural metal components required to be built into work specified in other sections promptly so as to not delay the work.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Structural Steel: ASTM A36 Steel.
- B. Structural Tubing: ASTM A500-B Steel.
- C. Welding Electrodes: E-70 series, low hydrogen, appropriate for use.

- D. Paint (Primer): Conforming to Steel Structures Painting Council Specification 15-68T, Type 1, (Red Oxide).

PART 3 – EXECUTION

3.1 FABRICATION

- A. Fabricate structural steel items in accordance with AISC and AWS Standards listed above and approved shop drawings. Properly mark and match-mark all materials for field assembly. Fabricate for delivery sequence that will expedite erection and minimize field handling.
- B. Fabricate units in as large pieces or sections as practicable.
- C. All connections which are welded, fillet weld with appearance equal to or better than workmanship standard listed above.
- D. Fillet welds shall not be ground. Grind butt welds flat, perpendicular to the weld direction.
- E. Perform shop and field welding in every detail in accordance with all applicable provisions of above-referenced AISC Specifications and with "Code for Welding in Building Construction" of the American Welding Society.
- F. Comply with all of requirements for joints which are accepted without qualification tests under the "Code for Welding in Building Construction" (AWA Designation D1.0) of American Welding Society, and in addition, to specific requirements of the Drawings.
- G. Make welds only by operators who are W.A.B.O. certified welders and have recently been qualified by tests, as prescribed in the "Standard Qualification Procedure" (AWS Designation B3.01) of American Welding Society, except this provision need not apply to tack welds not later incorporated into finished welds carrying calculated stress.
- H. Furnish, together with instruction for setting of anchors, anchor bolts and bearing plates. Ascertain that items are properly set during progress of the Work.

3.2 ERECTION

- A. Erector must examine areas and conditions for installation of structural steel work and notify Contractor in writing of conditions detrimental to proper and timely completion of the Work. Do no work until unsatisfactory conditions have been corrected.
- B. Comply with AISC Standards listed. Maintain work in a safe and stable condition during erection.
- C. Erect as required with connections of sufficient strength to bear imposed loads.
- D. Remove temporary members when permanent members are in place and final connections are made. Provide temporary guy lines to achieve proper alignment of the structures as erection proceeds, as required.

- E. Structural metal framing shall be erected so that deviation from plumb, level, and alignment shall not exceed 1 to 500.

END OF SECTION 05 12 00

SECTION 05 50 00 – METAL FABRICATIONS

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

PART 1 – GENERAL

1.1 SUMMARY

- A. Requirements of this Section apply to all custom fabricated metal assemblies and components.

1.2 SUBMITTALS

- A. Per Division 1 and GENERAL CONDITIONS, submit the following within 30 days of award of Contract:
 - 1. Shop Drawings showing complete details of construction, including locations, marking, quantities, materials, sizes and shapes; and indicate all methods of connecting anchoring, fastening, bracing and attaching to work of other trades, for all items in this Section.
 - 2. Where welded connectors, concrete or masonry inserts, are required to receive work, show size and locations required.

1.3 QUALITY ASSURANCE

- A. In addition to complying with all pertinent codes and regulations, comply with the following:
 - 1. "Design, Fabrication and Erection of Structural Steel for Building" AISC, 9th edition.
 - 2. American Society for Testing and Materials, latest edition (ASTM).
 - 3. American Welding Society's "Code for Welding in Building Construction" D1.1, latest edition (AWS).
- B. In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards, the provisions of the more stringent shall govern.

1.4 DELIVERY, HANDLING and STORAGE

- A. Deliver and store materials to keep out of inclement weather, dust and mud. Keep materials free from corrosion.
- B. Use all means necessary to protect miscellaneous metal before, during and after installation and to protect the installed work and materials of all trades.

PART 2 – PRODUCT

2.1 GENERAL

- A. Metal for all fabrications shall be steel, as specified, except where specified or noted.
- B. All steel pieces exposed to weather, including items embedded in concrete with less than 1" cover at any point, shall be hot zinc galvanized after fabrication, unless otherwise specified or noted.

2.2 MATERIALS

- A. Steel Plates, Shapes, Angles and Rods: ASTM A36 Steel, refer to notes on drawings.
- B. Structural Tubing (sq. or Rect.): ASTM A500-B Steel.
- C. Pipe: ASTM A53-B, Type E or S.
- D. Glazing Bead: 5/8"x5/8" hollow metal 16 ga steel glazing bead.
- E. Gate Fabric: McNichols rectangular wire mesh, 34218C, hot dipped galvanized 2"x1" mesh, w/ 14 gauge wire.
- F. Sheet Metal: 22 gauge, prefinished sheet metal cut and bent to the size noted and required for complete coverage.
- G. Fastenings: Supply all angles, bolts, plates, lags, anchors, and other items to support properly, and secure all items furnished in this Section.
- H. Connection Bolts: ASTM A307 unless specifically noted on drawings as A325. Then provide ASTM A325-N, self load indicating types. Bethlehem load Indicator Bolts, LeJune Tension Control Bolts, or approved equal.
- I. Expansion Bolts (Into Concrete): Phillips Drill Co., "Red-Head" wedge anchors, Hilti "Kwik-Bolt", or approved equal. Refer to structural notes on Drawings.
- J. Anchor Bolts: ASTM A307, latest edition; galvanized where exposed to weather. Provide washers at all bolts to column base plates.
- K. Welding Electrodes: E-70 series, low hydrogen, appropriate for use.
- L. Non-Shrink Grout: "Masterflow 928", or approved.
- M. Other Materials: All other materials not specifically described, but required for complete and proper installation of metal fabrications as detailed and specified herein, shall be new, free from rust, staining or corrosion, best quality of their respective kinds, and subject to the prior approval of the Architect prior to fabrication.

2.3 SCHEDULE OF CERTAIN METAL FABRICATIONS

- A. Metal fabrications shall include, but not be limited to, the following items:
 - 1. Egress Gate and Posts (Gate Type G-4): Fabricate of gate fabric, glazing beads (or equal sized steel rods) steel tubing, plates and angles as detailed on the drawings.

Hot dip galvanize all posts, frames, stops, plates, etc. Install galvanized fabric in field.

- a. See Section 08 70 00 for door hardware. Provide support for installation of hardware such as welding hinges, adjustments to gate, etc. as needed to ensure a proper fit and load bearing requirements.
2. Egress Gate Closer Support Plate (Gate Type G-3): Fabricate of sheet steel plate as detailed on plans, provide with tabs and hot dip galvanize. Provide with sheet steel hood over closer as detailed on plans, provide pre-finished with Kynar coating, color grey.
 - a. See Section 08 70 00 for door hardware. Provide support for installation of hardware such as welding hinges, adjustments to gate, etc. as needed to ensure a proper fit and load bearing requirements.
3. Miscellaneous Brackets, Hangers, Supports, etc.: Fabricate from standard shape as detailed and/or required. Prime for paint all interior items. All exterior items to be galvanized.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Prior to fabrication or installation of any work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where installation of the work of this Section may properly commence.
- B. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items. Verify that miscellaneous metal may be fabricated and installed in strict accordance with the original design, the reviewed shop drawings, and codes and regulations.
- C. In the event of discrepancy, immediately notify the Architect. Do not proceed with fabrication or installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 FABRICATION

- A. Form to accurate sizes and shapes, with true lines and angles. Punch and shear to leave clean surfaces. Weld or rivet permanent connections as detailed or noted and in conformance with best trade practice, grind exposed welds and edges smooth. Do not use screws or bolts where they can be avoided. When used, countersink heads and draw up tight; nick threads to prevent loosening. Provide holes and connections required for work of other trades.
- B. Detail joints and fastenings for ample strength and stiffness; conceal wherever possible. Where exposed at exterior, form joints for weather resistance.

- C. All welding of steel shall conform to requirements set forth in 05100. Welding of other metals shall conform to applicable American Welding Society standards and best trade practices.
- D. Shop Treatment: After fabrication, remove rust scale, grease and oil by wire brushing and chemical cleaning. Touch up galvanized metal surfaces damaged in fabrication with "Galv-weld", "Galvicon", or approved. Coat other metal with one heavy coat, approved metal primer compatible with paint item is scheduled to receive. Non-galvanized steel shall be primed in accordance with the Steel Structures Painting Council Specification 15-68T, Type 1 (red oxide).

3.3 INSTALLATION

- A. Coordinate installation schedule with the schedules other trades to ensure orderly and timely progress of the total work.
- B. Erect and install all framing and miscellaneous metal items in strict accordance with the Drawings, the reviewed shop drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of 1 in 200. Provide blocking wherever required for proper installation of other items.
- C. Install expansion bolts, HS bolts, and other manufactured items in strict accordance with manufacturer's printed instructions and recommendations (including minimum embedment of expansion bolts).
- D. After the erection and installation are complete, touch up all shop priming coats damaged during transportation and erection, using the priming paint specified for shop priming.

END OF SECTION 05 50 00

SECTION 06 10 00 – ROUGH CARPENTRY

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

PART 1 – GENERAL

1.1 SUMMARY

- A. Wood framing is not generally required in new construction, except for miscellaneous nailers and blocking as may be called for on the drawings or herewithin. Wood framing may be encountered in existing walls where new openings or other improvements are being provided. Efforts are to be made to match the existing construction in such instances.

1.2 QUALITY ASSURANCE

- A. Grading Rules: Conform with all applicable requirements of the Western Wood Product's Association's "Western Lumber Grading Rules", latest edition, and as specifically required hereinafter.
 - 1. Each piece of lumber or plywood used for structural framing shall be graded and marked with grade and trademark of WWPA, except that a certificate of grade from grading organization may be accepted in lieu of grade and trademarks when approved by Architect. Trademark of manufacturer shall also appear on each piece.
- B. Moisture Content: Maximum moisture content shall be 19 percent.
- C. Plywood Grades: Conform to American Plywood Association (APA) standard grades and specifications.
- D. Additional Reference Standards: Conform with all requirements of U.S. Department of Commerce Commercial Standards and American Wood Preservers Association Standards, as they apply.

1.3 DELIVERY, STORAGE and HANDLING

- A. Deliver and store lumber on sills and cover for protection.

1.4 COORDINATION

- A. Coordinate work with other trades (electrical, mechanical, plumbing, etc.) and do all cutting and patching required to accommodate their work, unless otherwise specified. Protect adjacent work as required.

1.5 MEASUREMENTS

- A. Verify all dimensions shown on Drawings by taking field measurements; proper fit and attachment of all parts is required. Before commencing work, check all lines and levels indicated and such other work as has been completed. Should there be any discrepancies, immediately report in writing to Architect. In event of failure to do so, be responsible for correction of any errors.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Framing lumber shall be kiln dried or MC 19 Douglas Fir or Hem-Fir graded in accordance with W.C.L.B. Grading Rules for West Coast Lumber No. 17 and grade marked by WWPA.
1. All framing lumber shall be stress grade. All sides shall be surfaced. Grades shall be as follows:
 - a. Studs and Cripples: Douglas Fir/Larch No. 2 (standard grade or better at interior non-bearing walls), S-Dry. Pressure treated or fire retardant treated as may be called for.
 - b. Plates, Nailers, Misc.: Douglas Fir/Larch No. 2, S-Dry. Pressure treated or fire retardant treated as may be called for.
 - c. Blocking (Non-Structural): Douglas Fir/Larch No. 3 and better, S-Dry. Pressure treated or fire retardant treated as may be called for.
 - d. Plywood Sheathing: Shall be APA, Group 1, C-D Ext, Exposure 1. Thickness as required to match existing if occurring.
 - e. Gypsum sheathing shall be Standard. 1/2" gypsum sheathing, with T & G edges. USG or approved equal.
 - f. Nails: Unless otherwise noted, common wire nails, galvanized if exposed to exterior, meeting Federal Specification FF-N-101, of the types and sizes required by IBC.-II-B1.
 - g. Screws: Standard domestic manufacture, bright steel, except galvanized for exterior use and of brass, bronze, aluminum or stainless steel when used to attach items made of those materials.
 - 1) Types, head configurations and sizes as noted on Drawings.
 - h. Bolts: Standard mild steel, square or hex head lag bolts with companion nuts and steel plate washers, or carriage bolts with companion nuts and cut washers where so indicated. Bolts, nuts and washers, wholly or partially exposed on exterior shall be galvanized.
 - i. Powder Actuated Fasteners: Federal Specification GGG-D-777a, install as per manufacturer's printed directions. Charge shall be powerful enough to prevent spalling of concrete.

PART 3 – EXECUTION

3.1 WORKMANSHIP

- A. All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with the Drawings and with all pertinent codes and regulations.
 - 1. Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections. Cut out and discard all defects which will render a piece unable to serve its intended function; lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
 - 2. Do not shim sills, joists, short studs, trimmers, headers, or other framing components without receiving prior approval from the Architect.

3.2 INSTALLATION

- A. Nailing: Use only common wire nails or spikes of the type and dimension, and spacing, required by IBC Table 2304.9.1, except where otherwise specifically noted in the Drawings. For conditions not covered in the IBC, provide penetration into the piece receiving the point of not less than 1/2 the length of the nail or spike; provided, however, that 16d nails may be used to connect two pieces of two inch (nominal) thickness. Do all nailing without splitting wood, preboring as required; replace all split members.
- B. Plywood (Diaphragm) Nailing: Nail spacing shall conform to IBC Table 2304.9.1 and additionally to notations and schedules on Drawings.
- C. Typical Framing: Standard 16" o.c. Western (Platform) Framing, except as otherwise shown or noted on Drawings. Double all bearing top plates, headers and trimmers. Provide double studs at ends of all headers. Conform to IBC minimum requirements for headers, structural blocking, bridging, etc., and any more stringent requirements shown on the Drawings.
 - 1. Provide solid bearing to foundation below all beam and header bearing points.
 - 2. In addition to all framing operations normal to the fabrication and erection indicated on the Drawings, install all backing required for the work of other trades.
 - 3. Set all horizontal or sloped members with crown up. Do not notch, bore, or cut members for pipes, ducts, conduits, or other reasons except as shown on the Drawings or as specifically approved in advance by the Architect/Engineer.
 - 4. Make all bearings full, unless otherwise indicated on the Drawings. Finish all bearing surfaces on which structural members are to rest so as to give sure and even support; where framing members slope, cut or notch the ends as required to give uniform bearing surface.
 - 5. Erection, anchorage and bridging of roof truss framing system to be per truss manufacturer's standards and engineering design.

- D. Nailers and nailing strips shall be provided as necessary for the attachment of finish materials. Nailers used in conjunction with roof deck installation shall be installed flush with the roof deck system. Stacked nailers shall be assembled with spikes or nails spaced not more than 18 inches on center and staggered. Beginning and ending nails shall not be more than 6 inches from nailer end. Ends of stacked nailers shall be offset approximately 12 inches in long runs and alternated at corners. Anchors shall extend through the entire thickness of the nailer. Strips shall be run in lengths as long as practicable, butt jointed, cut into wood framing members when necessary, and rigidly secured in place.
- E. Sheathing: Install sheathing panels with long dimension running across (normal to) direction of supporting members. Provide support of all panel edges by means of "ply clips", blocking, T & G joints, or other approved means per APA recommendations. Nailing as specified hereinbefore.
- F. Miscellaneous Blocking and Backing: Securely install all blocking (in wood framed assemblies) required to properly support all items of finish hardware and accessories. Blocking in steel stud assemblies shall be fire retardant treated.
1. Items to be supported include, but are not necessarily limited to:
 - a. Door Stops
 - b. Cabinets/Shelving
 - c. Miscellaneous Specialty Items.
 2. Also provide blocking to cut off all concealed draft openings, both vertical and horizontal (in wood framed assemblies). Maximum dimension of concealed space in stud wall shall be 10 feet.
 3. Unless otherwise indicated, blocking shall be 2" (nominal) thickness and of ample width and length to accommodate possible variations in item location.
- G. Accessory Items: Install accessory items such as vents, metal fabrications, etc. in strict accordance with best trade practice, per manufacturer's instructions when applicable, and as detailed or noted on the Drawings.

3.3 TERMITE CONTROL and DECAY PREVENTION

- A. Remove all wood, including form lumber, scrap lumber, shavings and sawdust in contact with ground. Leave no wood buried in any fill or backfill.
- B. All wood (e.g., sillplates and ledgers) in direct contact with concrete or masonry shall be pressure treated with approved preservative in oil in accordance with AWPA U1, Commodity Specifications A or F) for above ground use.
- C. Ends of posts, joists, blocking, etc., in direct contact with concrete or masonry shall be treated after cutting by soaking ends, for minimum length of 12", in 5% solution of pentachlorophenol for not less than 15 minutes.

3.4 CLEAN UP

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1. Keep the premises in a neat, safe, and orderly condition at all times during execution of this portion of the work, in accordance with requirements of General Conditions and Division 1.
2. At the end of each working day, or more often if necessary, thoroughly sweep all surfaces where refuse from this portion of the work has settled. Remove the refuse to the area of the job site set aside for its storage. Upon completion of this portion of the work, thoroughly broom clean all surfaces.

END OF SECTION 06 10 00

SECTION 06 20 00 – FINISH CARPENTRY and CASEWORK

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

PART 1 – GENERAL

1.1 SUMMARY

- A. Work does not include new casework, but requires modifications to existing Casework and millwork.

1.2 STANDARDS

- A. In addition to complying with all pertinent codes and regulations, all materials of this Section shall comply with all applicable provisions of the following:
 - 1. American Plywood Association Grading rules (U.S.P.S. 1-74)
 - 2. American Woodworking Institute - Casework Details
 - 3. Architectural Woodwork Institute - Quality Standards
 - 4. Hardwood Plywood Manufacturer's Association Standards (P.S. 51-71)
 - 5. Western Wood Products Association Manual
 - 6. Western Wood Products Association Standard Grading Rules
- B. In the event of conflict between pertinent code and regulations and the requirements of the referenced standards or these Specifications, the provisions of the more stringent shall govern.

1.3 QUALITY ASSURANCE

- A. For cutting and fitting trim, finish material, and casework, use only journeymen finish carpenters who are thoroughly trained and experienced in the skills required, who are completely familiar with the materials involved and the manufacturer's recommended methods of installation.
- B. In acceptance or rejection of the Finish Carpentry, no allowance will be made for lack of skill on the part of workmen.

1.4 MEASUREMENTS

- 1. Verify all dimensions shown on Drawings by taking field measurements. Proper fit and attachment of all parts is required.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Millwork (Interior): Reuse existing removed sections as may be available during demolition. Where new millwork is required match existing and where no existing millwork exists use Clear, FAS grade select **White Oak**, quarter sliced (VG grain on widest face.)

- B. Relocated Casework: Provide plastic laminate at the unfinished exposed ends of relocated casework.
- C. Countertops: Provide plywood countertop w/ plastic lamininate surface and edging as detailed on the plans.
- D. Support Brackets: 15x15 1/8" steel support "Work Station Bracket" as supplied by A&M Hardware (www.aandmhardware.com) (888) 647-0200), 1600 min. load limit per pair, color black.
- E. Plastic Laminate: High pressure, 1/16" on horizontal surfaces, splashes, self-edges, or elsewhere, as detailed. Formica, Wilson Art, Textolite or approved, exact color as selected from standard stock color samples. Provide companion balancing sheet at all applications, unless opposite face is of approved plastic, impregnated or overlain, or secured permanently to framing.
- F. Miscellaneous Work: Provide trim, laminate, brackets, etc. as necessary to properly finish any counter tops, millwork, cabinets, and all other miscellaneous finish carpentry items effected by the new work.
- G. Other Materials: All other materials, not specifically described, but required for a complete and proper installation as indicated on the Drawings, shall be new suitable for the intended use, and subject to the approval of the Architect.

PART 3 – EXECUTION

3.1 FABRICATION

A. General

1. All casework and millwork items to be manufactured and fabricated in fully equipped millwork and cabinet shop. All work to be uniformly sanded to even surface texture prior to leaving shop. Conform strictly to applicable AWI standards.

B. Millwork and Trim:

1. Produce exact shapes detailed and/or called for on the Drawings, in as long of lengths as practical.
2. Mill all items on clean, sharp, machinery of ample capacity for the work. Do not force work. Torn edges and skips will be cause for rejection. Maintain end match of grain type and precise dimension for continuing and adjoining pieces.
3. Ease all wood edges that will be exposed when installed to 1/16" facet, unless otherwise indicated on Drawings.

3.2 INSPECTION

- A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may

properly commence. Verify that finish carpentry may be completed in strict accordance with the original design and all pertinent codes and regulations. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation until all such discrepancies have been fully resolved.

3.3 INSTALLATION

A. Priming:

1. Back-paint all wood surfaces inaccessible and unexposed after installation before delivery with an approved linseed oil and primer, unless prefinished on all surfaces with specified and scheduled finish.

B. Finish Carpentry:

1. Install all work to details shown, and as required, plumb, level, true to line and securely anchored. Make accurate scribes where required. Miter outside corners, and scribe one piece neatly to other at inside corners. Install longest possible length, in order to minimize number of joints. Leave no end grain or panel edges exposed, unless specifically so detailed on Drawings.
2. End splices in interior running trim shall be butt joint, grain matched, glued and doweled.
3. End splices (joints) in exterior horizontally running trim shall be butt joint, smoothly fit, and if exposed to weather, set in approved clear sealant. All splices in exterior vertically running trim shall be made with bevel joint sloping down and out to shed weather.

C. Installation of Hardware, etc.:

1. Install all other items in strict accordance with the Drawings and the published recommendations of the manufacturer of the item, anchoring firmly in place at the prescribed location, straight, plumb and level. Adjust as required for proper operation.

D. Finishing:

1. Sandpaper all finished wood surfaces thoroughly as required to produce a uniformly smooth surface, always sanding in the direction of the grain. No coarse grained sandpaper mark, hammer mark, or other imperfection will be accepted. Finishes as specified in DIVISION 9.

END OF SECTION 06 20 00

SECTION 07 92 00 – CAULKING AND SEALANTS

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

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide all caulking and sealing work as shown on the Drawings or required for a reasonably air tight and totally moisture tight building. Certain types and applications of caulking, related to specific trade applications may be specified elsewhere, and take precedence over this Section for the work of the Section wherein they appear.

1.2 GUARANTEE

- A. Provide a written guarantee warranting caulking to be free of all defects in materials and workmanship for a period of 5 years from date of acceptance of building. Leakage, hardening, staining, separation, crumbling, running, melting will be considered defects; replace all defective caulking at no cost to the Owner.

1.3 SUBMITTALS

- A. Submit manufacturers' published literature, including instructions for application, for specified products and accessories as applicable, including manufacturers' specifications, physical characteristics and performance data.

1.4 QUALITY ASSURANCE

- A. Installation of caulking shall be performed only by workmen thoroughly skilled and specially trained in the techniques of caulking, and who are completely familiar with the published recommendations of the manufacturer of the caulking material being used.

1.5 DELIVERY, HANDLING AND STORAGE

- A. Deliver caulking and sealant materials to site in manufacturers' original sealed containers.
- B. Store all caulking materials and equipment under conditions recommended by its manufacturer. Do not use materials stored for a period of time exceeding the maximum recommended shelf-life of the material.
- C. Use all means necessary to protect caulking materials before, during and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect.

PART 2 – PRODUCT

2.1 CAULKING AND SEALANT

- A. All caulking and sealant materials, unless otherwise specifically approved by the Architect, shall be a single component, high performance, primerless, non-sagging type. Color approved by the Architect where exposed to view.
1. Sealant - General Use, Interior and Exterior: Silicone based building sealant, GE 'Silpruf', Master Seal "DegaSeal 100", Dow Corning 795, Tremco 'Spectrum 2', Rhodorsil 5C, or as approved by Architect. Color to be selected from manufacturer's standards.
 2. Back-Up Material: Foamed polyethylene or polystyrene rod stock, sizes as required by joint conditions, "Ethaform SB", PRC "Minicel", or approved.
 3. Firestop Sealant: Hilti FS601 or USG interiors thermafiber smoke seal compound for metal pipe penetrations and fire rated joints.
 4. Firestop Backing: USG thermafiber mineral wool, 3 lbs/cubic foot.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Examine subsurfaces and verify that they are in proper condition before commencing work of this Section. Do not proceed until improper conditions are corrected.
- B. Preparation:
1. Clean and prepare surfaces to which sealant is to be applied, per manufacturers' recommendations.
 2. All surfaces shall be dry and free from loose materials.
 3. Prime surfaces if recommended by manufacturer.
- C. Required Application (General Use): Where identified as "Sealant", "caulk", or "calk" on Drawings, provide complete sealing system, including back-up as follows:
1. Where more than 1/2" deep, install back-up rod compressed a minimum of 30% to within 1/4" of surface.
 2. Where 1/2" deep or less, apply tape to bottom of joint to prevent adhesion of sealant.
- D. Other locations of application include, but are not limited to the following:
1. Apply a bead of approved polyurethane sealant at all exterior penetrations in the exterior wall/EIFS and behind all surface applied junction boxes.
 2. Apply a full bead of approved sealant between all interior walls and woodwork, baseboards, doorways, and relite frames. Color as selected.
 3. Apply a fire sealant at **all** penetrations through fire walls and corridor walls. Apply in accordance with manufacturer's listed UL system for each type of penetration and penetrating material.

4. Apply a full bead of approved general purpose sealant along with any required backer rod at all penetrations in walls, floors and ceilings for miscellaneous items such as utility piping, cables, bolts, connections, etc.
 5. Apply a full bead of approved silicone sealant along with required backer rod at all penetrations of the exterior wall for miscellaneous items such as utility piping, set any exterior electrical boxes, bolts, signage connections, etc. in approved sealant for watertight application. Color shall match color of exterior wall finishes.
- E. Application:
1. Apply materials in strict accordance with manufacturer's printed directions; observe manufacturer's requirements regarding temperature control, useability of materials and protection of adjacent surfaces.
 2. Make sealing surface slightly concave, free of wrinkles and skips, uniformly smooth and with perfect adhesion along both sides of joint.
 3. Protect adjacent surfaces from excess material; leave joints in a clean, neat condition.
 4. Defective joints shall be removed, cleaned and replaced at no additional cost to the Owner.
- F. Protection:
1. Protect all finished joints for at least 24 hours.
 2. Protect from dust, moisture, and other harmful substances during installation.
 3. Do not allow silicone sealants to touch glass surfaces; all glass touched by silicone shall be replaced with clean glass.
- G. Cleaning:
1. Clean adjacent surfaces free of sealant and caulking compound or soiling; clean as work progresses.
 2. Use solvent or cleaning agent as recommended by manufacturer of sealant or caulking compound.
 3. Do not scratch or otherwise damage visible surfaces.

END OF SECTION 07 92 00

SECTION 08 11 00 – STEEL DOORS and FRAMES

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

PART 1 – GENERAL

1.1 STANDARDS

- A. In addition to complying with all pertinent codes and regulations conform to latest edition of "Recommended Specifications, Standard Steel Doors and Frames, SDI 100", published by Steel Door Institute, Keith Building, Cleveland, Ohio 44115, as Architect judges them applicable and as modified herein.
- B. Manufacture all labeled doors in strict accordance with the specifications and procedures of Underwriters' Laboratories, Inc., Warnock Hersey, or Factory Mutual.
- C. In certifications and shop drawings, comply with nomenclature established in American National Standards Institute publication A123.1, "Nomenclature for Steel Doors and Steel Door Frames".
- D. In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these Specifications, the provisions of the more stringent shall govern.

1.2 SUBMITTALS

- A. Within 30 days of Contract date, and in accordance with requirements of Section 01 33 00, submit:
- B. Shop drawings of all metal doors and frames showing dimensions, cut-outs, reinforcements, joints and welds to the Architect for review.
- C. Manufacturers' technical data including certification of conformance with this specification.

1.3 QUALITY ASSURANCE

- A. For installation of metal doors and frames, and installation of finish hardware, specified elsewhere, on metal doors and frames, use only personnel who are thoroughly trained and experienced in the skills required and who are completely familiar with the manufacturers' recommended methods of installation as well as the requirements of this work.

1.4 DELIVERY, HANDLING and STORAGE

- A. Deliver, store and handle all metal doors and frames in a manner to prevent damage and deterioration.
- B. Provide packaging such as cardboard or other containers, separators, banding, spreaders, and paper wrappings as required to completely protect all metal doors and frames during transportation and storage.

- C. Store doors upright, in a protected dry area, at least 1" off the ground and with at least 1/4" air space between individual pieces; protect all prefinished and hardware surfaces as required.
- D. Use all means necessary to protect the installed work and materials of all other trades.
- E. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 – PRODUCT

2.1 GENERAL

- A. All metal doors and frames specified herein shall be provided by one manufacturer.
- B. Doors at fire rated openings shall be UL or NBFU certified and labeled, for minimum protection as shown on door schedule. If minimum required protection cannot be provided with openings as may be indicated, provide next higher protection (labeling) which does have required testing, approved and certified label.

2.2 MANUFACTURERS

- A. Design is based on products as manufactured by Steelcraft. Equivalent products by Curries, Ceco, or S.W. Fleming (with approved primer coat), acceptable without prior approval. Other manufacturers' products must be prior approved.

2.3 METAL DOORS

- A. Doors shall be made of cold-rolled steel, gauge per construction type. Doors shall be reinforced, stiffened, sound deadened and insulated with the scheduled type core completely filling the inside of the doors and laminated to both inside faces of the panels.
- B. Doors shall have continuous vertical mechanical interlocking joints at lock and hinge edges with visible edge seams filled with epoxy.
- C. Doors shall have beveled (1/8" in 2") lock edges.
- D. Hinge reinforcing shall be 8-gauge for 1-3/4" doors.
- E. Lock reinforcing shall be 16-gauge and closer reinforcing 12-gauge.
- F. Adequate reinforcing shall be provided for other hardware as described in Section 08700, Hardware. All doors shall be bonderized and finished as standard with one coat of baked-on rust inhibiting prime paint capable of passing a 500-hour salt spray and 1000-hour humidity test, in accordance with Federal Standard 141 of ASTM Specification B117, as certified by an independent laboratory.
- G. Factory lites in doors with standard stop and snap-in aluminum trim to sizes as indicated in the door schedule on the Drawings. UL rated doors to have steel trim.

- H. Furnish all exterior doors, with snap-in vinyl top cap.
- I. Glazing: Per Section 08 80 00 for glass types and per IBC for fire rated openings and safety glass in doors.
- J. DOOR CONSTRUCTION TYPES
 - 1. Type 1: Steelcraft L-16 flush door of cold rolled steel, standard honeycomb core.
- K. Provide all Door Types with Vision lites as indicated on Door Schedule. Glass type per Section 08 80 00.
- L. Provide Fire rated doors if and as scheduled.
 - 1. Labels: Where scheduled or required, provide doors with UL or WH fire resistance rating and labels for the class opening indicated or scheduled. Construction details and hardware applications authorized by labeling laboratory shall take precedence over project details or Specifications.
- M. Provide door, frame and adjustable stops as a single sound-rated package.

2.4 HOLLOW METAL FRAMES

- A. Frames shall be preformed of 16 - gauge, cold-rolled steel, 2" faces, in depths as indicated on Drawings and as required to properly fit (the various) wall configurations.
- B. Frames shall be set up and arc welded at reinforced mitered corners (welded unit).
- C. Frames for interior doors shall be supplied without holes for silencers where door seal is specified in Section 08 70 00.
 - 1. Where no sound seal is specified, provide with factory installed rubber bumpers; 3 per strike jamb at single doors, and 2 per head for pair of doors.
- D. Frames for 1-3/4" doors shall have 8-gauge steel hinge reinforcing and be prepared for 4-1/2" x 4-1/2" standard weight template hinges unless specified hardware requires otherwise.
- E. Strike reinforcing shall be 16-gauge and prepared for ANSI - 115.1 Universal Strike.
- F. Strike jambs shall have a 16-gauge reinforcing and be prepared for strikes as required for specified hardware.
- G. Metal plaster guards shall be provided for all mortised cutouts.
- H. Reinforcings for surface closers shall be 12-gauge steel. Adequate reinforcing shall be provided for other hardware as described in Section 08 70 00, Hardware.
- I. Lite Frames shall match adjacent door frames or as detailed. Frames shall be furnished with a minimum of 6 wall anchors and 2 base anchors of manufacturers' standard design.

- J. Grout: Unless otherwise noted on Drawings, installed frames shall be fully grouted with:
1. 'Gypsolite' plaster, ASTM C28-80, or approved, at interior openings in frame walls and partitions.
- K. Finishes: Pre-clean and shop prime each door and frame for finish painting, as specified under Section 09 90 00 of these Specifications. Touch up shop prime before starting any finish painting.
- L. All doors and frames shall be bonderized and finished, as standard, with one coat of baked-on, rust inhibiting prime paint, capable of passing a 500-hour salt spray and 1000-hour humidity test, in accordance with Federal Standard 141 or ASTM Specification B117, as certified by an independent laboratory.
- M. Fire-Rated Openings: (20-minute) Fire-Rated doors shall be gasketed with a continuous resilient material on the top and two sides where the door meets the stop. Door shall be installed so that it will close with a moderate amount of pressure and remain in firm contact with the gasket. The gasket shall not interfere with self-closing function of operator/closer.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Prior to installation of metal doors and frames, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that metal doors and frames may be installed in strict accordance with all pertinent codes and regulations, the original design, approved shop drawings, and manufacturers' recommendations.
- C. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 INSTALLATION

- A. Install all metal doors and frames in strict accordance with all pertinent codes and regulations, the approved shop drawings, and the manufacturers' recommendations, anchoring all components firmly in position for long life under hard use.
- B. **Hollow metal frames, including relites, shall be fully grouted, unless noted otherwise.** Caulk around metal frames to adjacent wall as required and approved.
- C. Finish Hardware: Install all finish hardware in strict accordance with the manufacturers' recommendations, eliminating all hinge-bound conditions and making all items smoothly operating and firmly anchored into position.

END OF SECTION 08 11 00

SECTION 08 70 00 – FINISH HARDWARE

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

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of finish hardware is shown on the Drawings and in the schedules. Finish hardware is hereby defined to include all items known commercially as builder's hardware as required for swing doors, (sliding doors, etc.) except certain special types of hardware specified in the same section as the door and/or door frame.
- B. Hardware, which is part of the following articles, as well as separate items of hardware listed below, are not included in this Section of the Specifications.
 - 1. Cabinet hardware, fastenings, brackets and other hardware specified to be, (or customarily), furnished with special doors, gates, specialty items, etc.

1.2 SUBMITTALS

- A. Conform to Section 01 33 00, SUBMITTALS, and further requirements as follows:
 - 1. Hardware supplier shall submit required number of copies of a complete hardware schedule, in a vertical format, for the Architect's approval. Hardware for **each door** shall be separately listed in numerical order. List hardware symbols opposite each item. Schedules prepared in a horizontal coded form will not be accepted.
 - 2. Submittal(s) shall include manufacturers' catalog 'cuts' covering all significant data on all items other than the exact (manufacturers' number) items specified herein. If approved, requested copies will be returned.
 - 3. Corrections or changes in the first submittal must be incorporated promptly and the required number of copies of the revised schedule returned to the Architect.
 - 4. Hardware schedules are intended for coordination of the work. Review and acceptance by the Architect or Owner does not relieve the Contractor of his responsibility to fulfill the requirements as shown and specified. Provide additional copies to the General Contractor to meet his requirements.
 - 5. Include a copy of Schedule showing **exact** final installation in the Operating Instructions and Maintenance Manual for general work.

1.3 QUALITY ASSURANCE

- A. Acceptable Manufacturers and their product numbers are specified herein. Others must be named in Addenda.
 - 1. Subcontract for the furnishing of hardware, as specified herein, shall be by well recognized builders' hardware supplier who has been furnishing hardware in the

same area as the Project for a period of not less than 2 years and who has in his employment an experienced hardware consultant who is available at all reasonable times during the course of the Work for Project hardware consultation to the Owner, Architect and Contractor.

1.4 GUARANTEE REQUIREMENTS

- A. In addition to requirements of the GENERAL CONDITIONS, also guarantee that repair service and replacement parts for all items specified herein, shall be available from local sources. See certain items following for additional specific guarantee requirements.

PART 2 – PRODUCT

2.1 MANUFACTURERS

- A. The numbers shown in the Hardware Groups are taken from the catalogs of the following manufacturers and are for the purpose of establishing quality, design, function and finish. Except as listed, no substitutions will be allowed, except in strict accordance with procedures specified. The Architect may require that requests for approval of items other than shown be accompanied by physical samples of items proposed for substitution.

<u>Item</u>	<u>Numbers Used</u>	<u>Approved Substitutions</u>
Butts	Stanley	McKinney, Ives
Gate Hinges	ReadyFit	None
Locks/Latchsets	Schlage	Best, Sargent
Exit Devices	Von Duprin	Precision, Sargent
Gate Exit Device	Detex	Precision
Electric Strikes	Locknetics	Hess, AGS
Door Position Switch	Schlage	Securitron
Wall, Floor Stops	Hager	Stanley, Ives, Rockwood
Door Seals	Pemko	Zero, Sager, National
Door Controllers	Norton	Stanley, LCN
Door Closers	LCN	Stanley, Norton
Overhead Stop	Glynn Johnson	Hager, Rixon
Removable Mullions	Von Duprin	Precision, Sargent, Detex
Latch Protector	Lockney	Stanley, Ives, Rockwood
Cylinders	Best	None

2.2 FINISHES

- A. Unless specifically indicated otherwise, architectural hardware items shall be furnished in the following finishes:
- B. Locks, latchsets, door stops and miscellaneous items: dull chrome (US 26D)
- C. Exit Devices: dull chrome (US 26D)
- D. Door Closers and Door Operators: Aluminum lacquer, unless otherwise noted.

E. Removable Mullion: Painted to match adjacent door frame.

2.3 KEYING FOR BUILDING LOCKS

A. Construction cores shall be provided at all new entries. Hardware supplier shall coordinate schedule with Owner for installation of final removable cores, supplied and installed by the Owner.

2.4 BUTTS

A. All butts shall have concealed bearings.

B. Provide non-removable pins (NRP) for all exterior doors and for reverse bevel, interior, lockable doors.

C. Width of butts shall be as required to clear projecting trim or structural conditions to obtain maximum degree of opening.

D. Provide: 1-1/2 pair butts for doors from 61" to 90" in height

E. Provide: One extra butt for every 30" exceeding 90" in height.

2.5 LATCH AND LOCKSETS

A. Lever Lockset Design: Shall be 06

B. Provide Escutcheons for mortise locks at wood doors, as required. Design: B

C. Provide all Locks and Deadbolts with wrought box strikes.

1. Dead bolts shall be of the mortise type, unless otherwise specified, with one or two cylinders as indicated by function requirements and provided with hardened steel bolts or bolts having hardened steel inserts.

D. In addition to guarantee requirements specified above, locks shall carry a 1 year guarantee of satisfactory performance.

2.6 DOOR CLOSERS

A. Arms shall permit maximum degree of opening permitted by wall conditions. All closers shall function in conformance with current Federal (HEW) Handicapped Access Requirements; including hold open time and maximum allowable horizontal force required to operate.

B. Furnish all closers on exterior doors with heavy duty (EDA) arms.

C. Provide through bolts for application to aluminum doors doors.

D. Furnish closers with key valves for speed, latching and back checking adjustments.

- E. Provide drop plates for doors with insufficient top rails to cover sight of closers from opposite side of door, and when used in conjunction with regular arm closer and overhead concealed stop application.
- F. Closers shall be applied to both leaves of a pair of doors, unless paired with a door operator.

2.7 DOOR STOPS AND SILENCERS

- A. Types are listed in hardware schedule.
- B. Provide floor stops of proper type and height to suit door clearance.
- C. Provide toggle bolts or machine screws and tamp-ins as required. Plastic or fiber anchors will not be permitted.
- D. Provide door silencers at all openings not scheduled to receive perimeter weatherstripping or gasketing. Rubber insert type proper for application, as approved.

2.8 HARDWARE GROUPS

<u>GROUP NO.</u>	<u>ITEMS REQUIRED</u>	<u>MANUFACTRER NO.</u>	<u>REMARKS</u>
HW-1a	Electric Strike	RS300	12 VDC
Alt #1	Exit Device	99L06 US26D	No dogging
	Cylinder	Best small format removable core	
	Door Operator	--	Existing to Remain
	Floor Stop	269F	high strength epoxy adhesive mount
HW-1b	Electric Strike	RS300	12 VDC
Alt #1	Exit Device	99L06 US26D	No dogging
	Closer	4020-3077	Alum
	Cylinder	Best small format removable core	
	Floor Stop	269F	high strength epoxy adhesive mount
HW-2a	Electric Strike	RS300	12 VDC
Alt #1	Closer	4020-3077	Alum
	Exit Device	99L06 US26D	No dogging
	Removable Mullion	KR1654	Paint, prep for elec strike
	Weather Stripping	303PK	At removable mullion
	Cylinders	Best small format removable core	
HW-2b	Electric Strike	RS300	12 VDC
Alt #1	Exit Device	99L06 US26D	No dogging
	Weather Stripping	303PK	At removable mullion
	Cylinder	Best small format removable core	
	Door Operator	6030, (2) #505, SPDT,	Wire ea. switch with a
		w/ ADA Access Symbol	control & ground wire.
HW-3a	Electric Strike	RS300	12 VDC

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Alt #1	Closer Exit Device Removable Mullion Weather Stripping Wall Stop Cylinders	4020-3077 99L06 US26D KR1654 303PK 255S Best small format removable core	Alum No dogging Paint, prep for elec strike At removable mullion
HW-3b Alt #1	Electric Strike Exit Device Weather Stripping Cylinder Wall Stop Door Operator	RS300 99L06 US26D 303PK Best small format removable core 255S 6030, (1) #555 (1) #503, Wire ea. switch with a SPDT, w/ ADA Symbol	12 VDC No dogging At removable mullion control & ground wire.
HW-4a Alt #1	Electric Strike Closer Exit Device Removable Mullion Weather Stripping Wall Stop Cylinders	RS300 4020-3077 99L06 US26D KR1654 303PK 255S Best small format removable core	12 VDC Alum No dogging Paint, prep for elec strike At removable mullion
HW-4b Alt #1	Electric Strike Closer Exit Device Weather Stripping Cylinder Wall Stop	RS300 4020-3077 99L06 US26D 303PK Best small format removable core 255S	12 VDC Alum No dogging At removable mullion
HW-5a Alt #1	Electric Strike Exit Device Closer Removable Mullion Weather Stripping Cylinders	RS300 99L06 US26D 4020-3077 KR1654 303PK Best small format removable core	12 VDC No dogging Alum Paint, prep for elec strike At removable mullion
HW-5b Alt #1	Electric Strike Exit Device Closer Weather Stripping Cylinder	RS300 99L06 US26D 4020-3077 303PK Best small format removable core	12 VDC No dogging Alum At removable mullion
HW-6a Alt #1	Electric Strike Exit Device Removable Mullion Weather Stripping Cylinders Door Operator	RS300 99L06 US26D KR1654 303PK Best small format removable core 6030, (1) #555 (1) #503, Wire ea. switch with a	12 VDC No dogging Paint, prep for elec strike At removable mullion

			SPDT, w/ ADA Symbol control & ground wire.
HW-6b Alt #1	Electric Strike Exit Device Closer Weather Stripping Cylinder	RS300 99L06 US26D 4020-3077 303PK Best small format removable core	12 VDC No dogging Alum At removable mullion
HW-7a Alt #1	Electric Strike Exit Device Closer Cylinder	RS300 99L06 US26D 4020-3077 Best small format removable core	12 VDC No dogging Alum
HW-7b Alt #1	Electric Strike Exit Device Closer Cylinder	RS300 99L06 US26D 4020-3077 Best small format removable core	12 VDC No dogging Alum
HW-8a Alt #1	Electric Strike Exit Device Cylinder Door Operator	RS300 99L06 US26D Best small format removable core 6030, (2) #503, SPDT,	12 VDC No dogging Wire ea. switch with a control & ground wire.
HW-8b Alt #1	Electric Strike Exit Device Closer Cylinder	RS300 99L06 US26D 4020-3077 Best small format removable core	12 VDC No dogging Alum
HW-9a Alt #1	Electric Strike Closer Exit Device Cylinder Floor Stop	RS300 4020-3077 99L06 US26D Best small format removable core 269F	12 VDC Alum No dogging high strength epoxy adhesive mount
HW-9b Alt #1	Electric Strike Closer Exit Device Cylinder Wall Stop	RS300 4020-3077 99L06 US26D Best small format removable core 255S	12 VDC Alum No dogging
HW-10a Alt #1	Electric Strike Exit Device Cylinder Wall Stop Door Operator	RS300 99L06 US26D Best small format removable core 255S 6030, (2) #555, SPDT,	12 VDC No dogging Wire ea. switch with a control & ground wire.

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HW-10b Alt #1	Electric Strike Closer Exit Device Cylinder Floor Stop	RS300 4020-3077 99L06 US26D Best small format removable core 269F	12 VDC Alum No dogging high strength epoxy adhesive mount
HW-11a Alt #1	Door Operator	6030, (1) #505 (1) #555, SPDT, w/ ADA Symbol	Wire ea. switch with a control & ground wire.
HW-12a Alt #1	Electric Strike Door Operator	RS300 6030, (1) #505 (1) #555, SPDT, w/ ADA Symbol	12 VDC, cut stop back. Wire ea. switch with a control & ground wire.
HW-13a Alt #1	Electric Strike Exit Device Removable Mullion Weather Stripping Cylinders Door Operator	RS300 99L06 US26D KR1654 303PK Best small format removable core 6030, (2) #555, SPDT,	12 VDC No dogging Paint, prep for elec strike At removable mullion Wire ea. switch with a control & ground wire.
HW-14a Alt #1	Door Operator	6030, (2) #555, SPDT, w/ ADA Access Symbol	Wire ea. switch with a control & ground wire.
HW-15a Alt #1	Door Operator	6030, (2) #505, SPDT, w/ ADA Access Symbol	Wire ea. switch with a control & ground wire.
HW-16a Alt #1	Door Operator	6030, (1) #503 (1) #555 SPDT, w/ ADA Symbol	Wire ea. switch with a control & ground wire.
HW-17a Alt #1	Door Operator	6030, (1) #503 (1) #505 SPDT, w/ ADA Symbol	Wire ea. switch with a control & ground wire.
HW-21a/b	Wall Stop Door Operator	255S #555 SPDT	Replace exterior activator
HW-22a	Butts Door Position Switch Electric Strike Exit Device Removable Mullion Wall Stop Cylinders Door Operator	CB191 NRP US32D 679-05 HM RS300 99L06 US26D KR1654 230W Best small format removable core 6030, (1) #505 (1) #504	12 VDC No dogging Paint, prep for elec strike Wire ea. switch with a control & ground wire.
HW-22b	Butts Door Position Switch	CB191 NRP US32D 679-05 HM	

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	Electric Strike	RS300	12 VDC
	Exit Device	99L06 US26D	No dogging
	Wall Stop	230W	
	Closer	4020-3077	Alum
	Cylinder	Best small format removable core	
HW-23a	Butts	CB191 US32D	Verify w/ existing door
	Door Position Switch	679-05 WD	
	Electric Strike	CS450	12 VDC
	Lock Set	ND71PD-RHO SFIC	Verify w/ existing door
	Overhead Stop	104S-US26D ADJ	
	Closer	4020-3077	Alum
HW-24a	Magnetic Lock	WMG600 12VDC	Provide w/ Power Supply
HW-25a	Butts	CB191 NRP US32D	
	Door Position Switch	679-05 HM	
	Electric Strike	RS300	12 VDC
	Exit Device	99L06 US26D	No dogging
	Overhead Stop	104S-US26D ADJ	
	Closer	4020-3077	Alum
	Cylinder	Best small format removable core	
HW-25b	Butts	CB191 NRP US32D	
	Door Position Switch	679-05 HM	
	Electric Strike	RS300	12 VDC
	Exit Device	99L06 US26D	No dogging
	Removable Mullion	KR1654	Paint, prep for elec strike
	Overhead Stop	104S-US26D ADJ	
	Cylinders	Best small format removable core	
	Door Operator	6030, (1) #505 (1) #503, Wire ea. switch with a SPDT, w/ ADA Symbol control & ground wire.	
HW-26a	Magnetic Lock	MG600-2 12VDC	Provide w/ Power Supply
HW-27a	Butts	CB191 US32D	
	Door Position Switch	679-05 HM	
	Electric Strike	CS450	12 VDC
	Lock Set	LV 9071 B (SFIC)	
	Overhead Stop	104S-US26D ADJ	
	Closer	4020-3077	Alum
HW-28a	Butts	CB191 NRP US32D	
	Door Position Switch	679-05 HM	
	Electric Strike	RS300	12 VDC
	Exit Device	99L06 US26D	No dogging
	Overhead Stop	104S-US26D ADJ	
	Closer	4020-3077	Alum
	Cylinder	Best small format removable core	

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HW-28b	Butts Door Position Switch Electric Strike Exit Device Removable Mullion Overhead Stop Cylinders Door Operator	CB191 NRP US32D 679-05 HM RS300 99L06 US26D KR1654 104S-US26D ADJ Best small format removable core 6030, (1) #505 (1) #503	12 VDC No dogging Paint, prep for elec strike Wire ea. switch with a SPDT w/ ADA Symbol control & ground wire.
HW-29a	Butts Lock Set Wall Stop Closer Magnetic Lock	CB191 US32D LV 9050 B (SFIC) 234W 4020-3077 WMG600 12VDC	w/ strike Alum Provide w/ Power Supply
HW-30a	Butts Door Position Switch Electric Strike Lock Set Wall Stop Closer	CB191 US32D 679-05 HM CS450 LV 9071 B (SFIC) 255 S 4020-3077	12 VDC
HW-31a	Door Operator	6030, (2) #555, SPDT,	Wire ea. switch with a w/ ADA Access Symbol control & ground wire.
HW-32a	Butts Door Position Switch Electric Strike Exit Device Removable Mullion Overhead Stop Cylinders Door Operator	CB191 NRP US32D 679-05 HM RS300 99L06 US26D KR1654 104S-US26D ADJ Best small format removable core 6030, (2) #505, SPDT,	12 VDC No dogging Paint, prep for elec strike Wire ea. switch with a w/ ADA Access Symbol control & ground wire.
HW-32b	Butts Door Position Switch Electric Strike Exit Device Overhead Stop Closer Cylinder	CB191 NRP US32D 679-05 HM RS300 99L06 US26D 104S-US26D ADJ 4020-3077 Best small format removable core	12 VDC No dogging Alum
HW-33a	Butts Door Position Switch Electric Strike Exit Device	CB191 NRP US32D 679-05 HM RS300 99L06 US26D	12 VDC No dogging

	Removable Mullion	KR1654	Paint, prep for elec strike
	Overhead Stop	104S-US26D ADJ	
	Closer	4020-3077	Alum
	Cylinders	Best small format removable core	
HW-34a	Butts	CB191 NRP US32D	
	Door Position Switch	679-05 HM	
	Electric Strike	CS450	12 VDC
	Lock Set	LV 9071 B (SFIC)	
	Overhead Stop	104S-US26D ADJ	
	Closer	4020-3077	Alum
HW-40a	Gate Hinge	SureClose 74001315	Type RF SM W weld on
Alt #2	Gate Exit Device	Detex V-40/08BN trim	Silver Weatherized/630
	Closer	Closer	4020-3077 Alum
	Latch Protector	LPS	
	Cylinder	Best small format removable core	
	See Section 05 50 00 for additional information.		
HW-41a	Closer	4020-3077	Alum
Alt #2	See Section 05 50 00 for additional information.		

Door Operator Sequence of Operations: The interior and exterior door switches will be hardwired to a the power supply/door operator, with a control wire and ground wire through a junction box located in a nearby ceiling. The District will extend wire from relays in the access control power supply to the junction box and connect to the ground wire to the controller. The relay will send a signal to activate the door operator or signal the electric strikes. The Kantech Access Control System will signal the relay to activate the door operator when a card swipe activates the system or the doors are scheduled open. Access controls will signal the electric strikes to release on a delayed timer when the interior door activator button is pushed.

Owner (District) Interface: Refer to Section 01 35 00 for Base Bid, and Section 01 23 00 for Alternate, work related to Owner furnished equipment and scope of Owners work. The Owner will provide the access control system and will provide the wiring related to that system in sufficient lengths for the Contractor to extend the wire to the devices. Contractor shall make final connections and test the system in conjunction with the Owner.

PART 3 – EXECUTION

3.1 PRODUCT HANDLING

- A. Provide secure lockup for hardware delivered to the Project, but not yet installed. Control the handling and installation of hardware items which are not immediately replaceable so that the completion of the work will not be delayed by hardware losses, both before and after installation.

3.2 COORDINATION

- A. Coordinate Hardware with other Work: Tag each item or package separately, with identification related to the final hardware schedule; include basic installation instructions in the package. Furnish hardware items of proper design for use on doors and frames of the thicknesses, profile, swing, security, and similar requirements indicated, as necessary for proper information in the Contract Documents. Deliver individually packaged hardware items at the times and to the locations (shop or field) for installation, as directed by the Contractor.
- B. Templates: Furnish hardware templates to each fabricator of doors, frames, and other work to be factory-prepared for the installation of hardware. Upon request, check the shop drawings of such other work, to confirm that adequate provisions will be made for the proper installation of hardware.
 - 1. Have templates available not more than 10 days after receipt of approved hardware schedule.

3.3 HARDWARE MOUNTING HEIGHTS

- A. In the absence of a hardware installation requirement in another Section of this Specification, the following recommendations shall be used as a guide:
 - 1. Top Hinge: 5" header rabbet to top of hinge.
 - 2. Bottom Hinge: 10" finish floor to bottom hinge
 - 3. Center Hinge: Equal distance between top and bottom hinges
 - 4. Latch/Locksets: 40" finish floor to center lever (or as required by exit device requirements)
 - 5. Exit Devices: 41" finish floor to top of housing or (except): mounting 39" finish floor to top of housing or mounting at doors containing handicapped accessible vision lites.
 - 6. Door Controller Activator Buttons: 40" normally, minimum 34 inches, maximum 48 inches.
 - 7. All other hardware shall be installed as recommended by the manufacturers.

3.4 INSTALLATION

- A. Install each hardware item in compliance with the manufacturers' instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, reinstall each item. Do not install surface-mounted items until finishes have been completed.

3.5 ADJUSTMENT AND CLEANING

- 3.6 Adjust and check each operating item of hardware and each door to ensure proper operation or function of every unit. Lubricate moving parts with type lubrication recommended by

manufacturer (graphite type if no other recommended). Replace units which cannot be adjusted and lubricated to operate freely and smoothly as intended for the application made.

- 3.7 All doors, when installed and ready for use, shall function in conformance with current Federal (HEW) Requirements for Handicapped Access; including hold open time and maximum allowable horizontal force required to open. Adjust all hardware as required.
- 3.8 Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make a final check and adjustment of all hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- 3.9 Instruct Owner's personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware, or scheduled Owner's instruction session, per DIVISION 1, as directed.

END OF SECTION 08 70 00

SECTION 08 80 00 – GLASS and GLAZING

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

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide new glazing at new frames, framed walls, windows and doors as scheduled and detailed on the drawings.
- B. Deconstruct existing aluminum framed windows as necessary to conceal wiring and/or conduit in the aluminum window mullions/mutins. Restore framing and glazing to original installation. Replace gaskets and caulk where needed.

1.2 STANDARDS

- A. Comply with all applicable standards of the Flat Glass Jobbers Association's Glazing Manual. Tempered or safety glass, as approved, where required by codes, ordinances or federal regulations and standards.
- B. Each piece of glazing shall bear manufacturer's label certifying type and grade. Do not remove labels until approved by Architect.

1.3 JOB CONDITIONS

A. Measurements

- 1. Verify all glass dimensions by taking field measurements before any glass is shipped to job site.

B. Coordination

- 1. Coordinate work with components to be glazed to prevent delay in work.

C. Inspection

- 1. Examine all subsurfaces to receive work of this Section and verify that they are in proper condition to commence work of this Section.

D. Delivery, Handling and Storage

- 1. Deliver and store materials in protected areas. Protect glass, whether installed or not, against damage; replace broken or defective glass at no cost to Owner.

PART 2 – PRODUCT

2.1 MANUFACTURER

- A. Vitro Architectural Glass (formerly Pittsburg Plate Glass Co.), Libby Owens Ford Glass Co., American Saint Gobain Corporation, Environmental Glass Products, Rohm & Haas, or as approved by Architect.

2.2 MATERIALS

A. Glazing Types:

1. Type 1: 1/4" clear float, tempered where required by current code and regulations.
2. Type 2: 3/4" 45 min. rated Pilkington Pyrostop Fireglass.

B. Setting Blocks: Hard rubber or clear grain softwood.

C. Sealants: High performance, 1 part Silicone based sealant; Dow Corning 999-A, General Electric "SILPRUF", Tremco 'Spectrum 2', or as approved by Architect; color as selected. Include primer as recommended by manufacturer, where required.

D. Glazing Gaskets: Conservation Technology TGG05, or as approved, EPDM; free of porosity, surface defects, dimensional irregularities and conforming to physical properties of ASTM C502.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Have surfaces receiving glass clean, dry and free of foreign matter. Prepare, clean and prime (as required), surfaces to which sealant is to be applied, per sealant manufacturers' recommendations.
- B. Install glass glazing types at locations shown on Drawings and according to glass manufacturers' recommended maximum size limitations and placement of any setting blocks. Make all adjacent glass in same glazed areas consistent in type and thickness, unless otherwise noted, directed, or required by code.
- C. Keep labels indicating manufacturer, quality and thickness on glass until installation has been approved by Architect. Absence of label constitutes cause for rejection.

3.2 MODIFICATIONS

- A. At existing window walls where wiring is called to be concealed in mullions remove mullions and glass as necessary to route new wiring and conduit. Reinstall glass and mullions to cover new work and provide new seals/gaskets as needed.

3.3 PROTECTION and CLEANING

- A. On completion of work and just prior to job completion date, clean and wash all glass thoroughly. Use no abrasives, implements or methods likely to result in scratched surfaces. Replace any scratched, defective or broken glass caused by improper.

END OF SECTION 08 80 00

SECTION 09 21 16 – GYPSUM WALLBOARD

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

PART 1 – GENERAL

1.1 STANDARDS

- A. Comply with all applicable requirements of "American Standard Specifications for the Application and Finishing of Gypsum Wallboard", by the American Standards Association, except where more stringent requirements are called for herein, in local codes, or by manufacturer of materials.

1.2 SAMPLES

- A. Prepare and submit successive groups of two identical samples of surface texture(s) as required and directed and obtain Architect's approval before proceeding with texturing. Samples shall be a minimum of 2-foot square pieces of same type(s) wallboard used in the work, prime sealed and painted as specified. Approved sample(s) shall be retained as criteria for approval of finished work.

1.3 QUALITY ASSURANCE

- A. Employ only qualified journeymen mechanics in this work; apprentices may be employed on the work under the direction of qualified journeymen in accordance with trade regulations.
- B. Conform particularly to code requirements to achieve fire ratings of walls, ceilings, etc., which require joint taping or surfacing of gypsum assemblies, even when finishing is not required for decorative purposes.
- C. Provide temporary coverings and coordinate work, as required so that adjacent surfaces are protected from materials and operations specified in this Section.

1.4 COORDINATION

- A. Work herein requires coordination with trades whose work connects with, is concealed by, or is affected by, gypsum wall and ceiling finishing. Schedule this work to not cover incomplete or uninspected work. Redo work which must be removed due to premature concealment of work of other trades.
- B. Advise all trades of requirements and conditions that their work must meet in order to obtain the best quality of gypsum wallboard finishing.

1.5 JOB CONDITIONS

- A. Ventilation: Do not proceed with joint taping and finishing until the interior is enclosed adequately to control ventilation and circulation in conjunction with temporary heat, to achieve stabilization of framing and proper drying, setting and curing finishing compounds.

- B. Lighting: Do not proceed with the work in any room unless lighting level of 15 candlepower per square foot is available.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Gypsum Wallboard: USG, or equal products by Gold Bond or Georgia-Pacific, Conforming to ASTM C36-77. 4' x 8' or 10' sheets thicknesses as noted on Drawings. Standard type, **except**:
1. Use Type "X" Gypsum Wallboard where noted or scheduled on Drawings, or required for fire rated assemblies indicated.
 2. Use "Interior Gypsum Ceiling Board" sag-resistant panels at all interior ceilings and soffits.
 3. Use "Exterior Gypsum Ceiling Board" water-resistant and sag-resistant panels at all exterior horizontal applications and soffits.
- B. Screws: USG, or equal, Type S, of length proper for conditions.
- C. Nails: Cement coated, of lengths as required.
- D. Gypsum Wallboard Accessories: 26-gauge, USG.
1. "J" Mold - 200 Series, 1/2" x 5/8", tape in metal edge protection.
 2. Corner Bead – USG Dur-A-Bead #800, tape in metal corner protection
 3. Others - As required.
- E. Joint Compound and Tape: Typically, USG's "Dura-Bond" and "Perf-a-Tape or equal. Fiberglass mesh tape and adhesive at WR board locations.
- F. Gypsum Wallboard Primer: ASM approved PVA product(s).
- G. Texturing Material: USG "Perf-a-Tape" all purpose joint compound, diluted to slurry consistency as required to produce texture as approved by Architect.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Inspect surfaces and conditions before starting work and verify they are in proper condition to commence work of this Section. Do not proceed until improper conditions are corrected.

3.2 INSTALLATION

- A. Gypsum Board Installation: Conform strictly to applicable requirements of the Standard Specifications. Screw apply board to metal framing; if option is used, nail board at wood framing. Maximum attachment spacing 12" o.c. Install metal corner reinforcement at all external corners. Install J molding, or trim where called for, at all exposed drywall edges or edges at dissimilar materials
1. Where ceilings abut differing wall materials such as masonry, concrete, wood, etc., install approved metal edge trim with applied vinyl insert or minimum 1/2" self-adhesive weatherstripping. Conceal flange of metal trim reinforcement with at least 2 coats compound.
- B. Gypsum Wallboard Taping and Finishing: Apply embedding or all-purpose compound to dimples at fastener heads, marred spots and joints in gypsum wallboard surfaces that are to receive further painting, coatings, or wallcovering finishes, or that are required to be taped for fire ratings, code requirements or sound control. Center tape over joint and embed in uniform layer of joint compound of sufficient width and depth to provide firm and complete bond. Apply skim coat while embedding tape.
1. Finish joints with a sufficient number of coats of compound, sanded or sponged as required, to achieve a monolithic surface without ridges, protrusions, dents or other visible imperfections in the surface, ready to receive specified surface finish.
- C. Attachment and Finishing to Trims: Provide trims as specified, detailed and noted on the Drawings and install to best suit the conditions of the work. Trims requiring finishing with joint compound shall be filled and subsequently finished to meet the finish requirements of the gypsum wallboard joints. Trims that are adhesively attached with tape compounds are specifically included in this Section.
1. Conceal flanges of metal reinforcement with at least 2 coats compound. When completed, compound shall extend approximately 8" to 10" on each side of metal nosing.
 2. Provide all exposed fastener heads with sufficient coats of joint compound and sand as necessary to completely conceal trim.
- D. Taping not required on gypsum wallboard surfaces that are above ceilings, behind acoustic tile, in concealed spaces, behind rigid surface paneling or on base layers of multi-layer systems, except as required for fire resistance ratings; on draft stops in attic spaces; under ceramic tile on water resistant board or tile backer types of gypsum wallboard; and where tongue and groove edged backer board is installed to achieve fire resistance ratings for the assembly as installed.
- E. Moisture in Dry-Type Compounds: Allow coats of taping and finishing compounds which achieve their bond, strength, and hardness through drying (as opposed to chemical setting), to dry to a maximum of 15% moisture content before subsequent coats or finishes are applied.

3.3 TEXTURING

- A. Prior to application of texturing material, all gypsum surfaces (to receive texturing) shall be "sealed" with PVA, or approved, as recommended by texturing material manufacturer and Architectural Specifications Manual and as described in Section 09 91 00.
- B. All new GWB walls shall be smooth finish and may receive a veneer plaster where scheduled, except where existing adjacent walls are currently textured, new walls shall receive spray texture as specified herein except:
 - 1. Areas of work where adjacent walls are untextured.
 - 2. Surface permanently concealed from view (as above suspended ceilings, etc.).
 - 3. Surfaces scheduled for 'Fire-Taping' only.
 - 4. Surfaces scheduled to be finished with ENAMEL.
 - 5. Surfaces scheduled to receive wall fabric, ceramic tile, or other wainscoting.
- C. Walls and ceilings to have light to medium "orange peel" (spray) texturing where necessary to match existing.
- D. Upon approval of sample to act as texture standard, apply texturing compound by mechanical spray, in accordance with USG handbook instructions and recommendations and other applicable industry standards.

3.4 CLEAN UP and PATCHING

- A. Prior to application of surface finishes, clean and repair all surface damage or imperfections caused by the work in this Section. Clean up adjacent surfaces which may be damaged by joint com-pound splatters, etc. Leave the surfaces ready to receive final surface finishes, as specified hereinafter.

END OF SECTION 09 21 16

SECTION 09 22 00 – NON-LOAD BEARING METAL FRAMING SYSTEMS

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

PART 1 – GENERAL

1.1 SUMMARY

1.2 STANDARDS

- A. ASTM C645-76" Specification for non-load (axial) bearing steel studs, runners and rigid furring channels for screw application of gypsum board.
- B. Applicable sections of United States Gypsum's "Gypsum Construction Handbook".

1.3 SUBMITTALS

- A. Within 30 days of execution of Contract and in ample time prior to shipping materials for framing, the Contractor shall submit the following in accordance with requirements of Section 01 33 00:
 - 1. Manufacturer's published literature for specified products and accessories as applicable, including manufacturer's specifications, physical characteristics and performance data, as well as directions and instructions for application.

1.4 FIRE RATED ASSEMBLIES

- A. Where framing units are components of assemblies indicated for a fire-resistance rating, including those required for compliance with governing regulations, provide materials which have been approved by governing authorities having jurisdiction.

1.5 COORDINATION

- A. Fully coordinate work of this Section with work addressed in other Sections which relates in any way thereto, and particularly Sections 06 10 00, 09 21 16.

PART 2 – PRODUCT

2.1 GENERAL

- A. All materials shall conform to referenced ASTM standards, as applicable.

2.2 MATERIALS

- A. Steel Studs, Non-Load Bearing: Scafco, or equivalent, "Standard Framing Studs and Track", of 25 gauge roll formed steel for walls less than 10'-0" between tracks and 18 gauge for walls over 10' and less than 15' between tracks, or as called for on drawings. Members shall be channel type with outer flanges knurled, web punched. Type 350S137-18 or 350S137-43, or approved equivalent. Other sizes as indicated on Drawings, except that studs used in conjunction with cement board shall be a minimum

- 20 gauge. Use drywall stud track for floor and ceiling anchorage, 1-1/4" deep, or as detailed on Drawings.
- B. Deflection Track: Track in Track Deflection System by Scafco, or equal, or slotted deflection track. Provide 20 gauge for interior walls less than 10', 16 ga for all other walls and to allow up to 1" of deflection.
 - C. Furring Channels: 26 gauge "Hat" channels, or "Z" channels, as indicated or applicable, for thickness of furred spaces as shown on Drawings.
 - D. Bracing, Furring, Bridging: Formed galvanized sheet steel, shaped as required, properties as shown on Drawings.
 - E. Backing: 6" to 12" wide, 14 gauge steel strap.
 - F. Clips and Connectors: Provide angle clips, support clips, etc as may be required for proper assembly of the work.
 - G. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot-dip galvanized: ASTM C646 Milcor, USG or approved.
 - H. Anchorage Devices: Power driven or powder actuated, drilled expansion bolts, or screws with sleeves.

2.3 FINISHES

- A. Galvanizing: ASTM A525.
- B. Touch-Up for Galvanized Surfaces: FS-TT-P

PART 3 – EXECUTION

3.1 FABRICATION

- A. Touch-up galvanized metal materials used on exterior wall and soffit framing.
- B. Framing components may be preassembled into panels prior to erecting. Prefabricated panels shall be square with components attached in a manner so as to prevent racking.
- C. Fabricate assemblies and framed sections, of sizes required, with joints fitted and secured, reinforced and braced to suit design requirements.
- D. Fit and assemble in largest practical sections for delivery to site and installation.
- E. Conform strictly to manufacturers' recommendation for cutting, attachment and erection.
- F. Properly position partitions and ceilings according to layout. Snap chalk lines at ceiling and floor. Be certain that partitions will be plumb and ceilings level. Where partitions occur parallel to and between joists, ladder blocking must be installed between ceiling joists.

- G. Partition Framing: Secure steel stud framing to floors and ceilings with runners fastened to the supporting structure. Securely attach runners:
- a. To concrete and masonry - use stub nails, power-driven fasteners, or the TAPCON Concrete Fastening System.
 - b. To metal concrete inserts - use 3/8" Type S-12 Pan Head Screws.
 - c. To suspended ceilings - use expandable molly type fasteners or toggle bolts.
 - d. To wood framing - use 1-1/4" Type S oval head screws or 12d nails.
2. To all substrates, secure runners with fasteners located 2" from each end and spaced maximum 24" o.c. Attach runner ends at door frames with two anchors when 3-piece frames are used.
 3. At partition corners, extend one runner to end of corner and butt other runner to it, allowing necessary clearance for gypsum board thickness. Runners shall not be mitered.
 4. Typical stud spacing shall be 16" o.c. unless otherwise noted on Drawings.
 5. Insert floor-to-ceiling steel studs between runners, twisting them into position. Anchor all studs adjacent to door and relite frames, partition intersections and corners to floor and ceiling runners. Use the USG Metal Lock Fastener (or equivalent) or positive screw attachment with 3/8" type S pan head screws or 1/2" Type S-12 low-profile head screws, through each stud flange and runner flange.
 6. Position studs for direct contact with all door frame jambs, abutting partition studs, partition corners, intersecting and existing construction elements. Fasten these studs to floor and ceiling runners using positive screw attachment or "Metal Lock" fasteners. At corners and intersections, attach studs to each other at maximum 4'-0" intervals.
 7. Grouting of door frames as specified in DIVISION 8.
 8. Where a stud is to directly abut an exterior wall and there is a possibility of condensation or water penetration through the wall, place strip of asphaltic building paper between stud and wall surface.
 9. Over metal doors and relites (and similar openings), place a section of runner track horizontally with a web-flange bent at each end. Fasten with one positive attachment per flange. At the location of vertical joints over the door frame header, position a cut-to-length stud extending to the ceiling runner.
 10. Double studs at door, window and sidelite jambs. Install intermediate studs above and below openings to match wall stud spacing.
 11. Provide deflection allowance below supported horizontal building framing in ceiling or head track for non-load bearing framing.

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- H. Attach (miscellaneous blocking and backing) cross studs or furring channels to studs for attachment of cabinets, counters, door stops and hardware, etc., at ceiling intersections requiring additional support, and as required for other items to be anchored to walls.
1. At Contractor's option, and unless code requires all non-combustible construction, miscellaneous blocking and backing for wall mounted door stops, hardware, accessories, etc., may be wood as specified in Section 06100.
 2. Install framing between studs for attachment of electrical boxes and other mechanical and electrical items.
- I. Provide additional backing members required for supporting attachment of fixtures, accessories and other finish components, as may be required in certain locations not directly a part of the CF metal framing.

END OF SECTION 09 22 00

SECTION 09 26 13 – GYPSUM VENEER PLASTERING

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

PART 1 – GENERAL

1.1 SUBMITTALS

- A. Submit two copies of a complete list of all materials proposed to be furnished and installed under this portion of the work, giving manufacturers' name, catalog number and catalog cut for each item. Accompanying the Materials' List, submit 2 copies of the manufacturers' current recommended method of installation for all manufactured products and systems.

1.2 QUALITY ASSURANCE

- A. Employ only qualified journeymen mechanics in this work; apprentices may be employed on this work under the direction of qualified journeymen in accordance with trade regulations. In acceptance or rejection of installed plaster finish, no allowance will be made for lack of skill on the part of installers.
- B. Coordinate with trades whose work connects with, is affected or concealed by plastering. Before proceeding with base installation, make certain that all required inspections have been made

1.3 DELIVERY, HANDLING and STORAGE

- A. Deliver all manufactured materials in original packages bearing manufacturers' name and brand. Use only one brand of material throughout. Store materials in dry areas.
- B. Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.
- C. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.
- D. Proper protection shall be provided during plastering to finish door and window frames and other adjacent work not scheduled to receive a plaster finish.

1.4 JOB CONDITIONS

- A. Environmental Conditions
 - 1. In cold weather, all glazing shall be completed and the building heated to a minimum of 55° F. for an adequate period prior to application of plaster, while plastering is being done, and until plaster is dry. Heat shall be well distributed in all areas, with deflection or protective screens used to prevent concentrated or irregular heat on plaster areas near source.

2. Ventilation shall be provided to properly dry plaster during and subsequent to its application. In glazed buildings, this may be accomplished by keeping windows open sufficiently to provide air circulation; in enclosed areas lacking normal ventilation, provisions must be made to mechanically remove moisture-laden air. For veneer plaster, a minimum ventilation level shall be maintained until the plaster has set and completely dried.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Plaster Base: USG Imperial Gypsum Base, (1/2") thick unless otherwise noted on Drawings.
- B. Basecoat Plaster: USG Imperial Basecoat.
- C. Finish Plaster: USG Imperial Finish Plaster.
- D. Accessories and Reinforcement: Shall be as manufactured by USF, or prior approved, and shall include the following:
 1. Corner Beads: (#800)
 2. Casing Beads:(#801-A), (#4-A Flexible Type)
 3. Expansion Control Joint: Sheetrock Brand (Double V)(No. 093)(#50) (#75) (#100)Expansion Joint.
- E. Water: Potable, without impurities affecting the proper setting of gypsum.
- F. Sand: Graded silica sand, meeting ASTM C35 requirements for float finishes, uniformly passing a 30 mesh screen.
- G. Screeds: USG, or approved, of proper size and type as recommended.
- H. Other Materials: All other materials, not specifically described, but required for a complete and proper installation of the work of this Section, shall be new, first quality of their respective kinds, and subject to prior approval of the Architect.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that all Portland Cement Plaster installed in accordance with all pertinent codes and regulations, the original design, and the referenced standards.

3.2 INSTALLATION

- A. General: Install all veneer plaster products in strict accordance with the manufacturers' printed instructions and recommendations and as approved by the Architect.
- B. Do not apply plaster below 55 degrees F temperature. Dampen any surfaces on which suction must be reduced with fog-spray. Maintain all accessories plumb and true. Except when hand mixing of small batches is approved, use approved mechanical mixers. Clean misers, mixing boxes and tools after each batch.
- C. Base Installation: Install gypsum base panels with specified screws, in strict accordance with USG printed instructions. Screw spacing 12" o.c. max. at both ceilings and walls.
- D. Cut and fit panels neatly and properly, integrating control joints, corner beads, casings and reinforcing as recommended and required.
- E. Where new partitions, or ceilings, abut existing walls, sand a 4" wide band of existing wall surface smooth, and tape in corner with glass mesh reinforcing tape. Prepare for proper merging of finish coat into existing surface (texture) as required by particular conditions.
- F. Control Joints: Gypsum base surfaces shall be isolated with control joints or other means where:
 - 1. Partition or furring abuts a structural element (except floor) or dissimilar wall or ceiling;
 - 2. A ceiling abuts a structural element; dissimilar wall or partition or other vertical penetration;
 - 3. Construction changes within the plane of the partition or ceiling;
 - 4. Partition or furring run exceeds 30';
 - 5. Ceiling dimensions exceed 50' in either direction with perimeter relief, 30' without relief;
 - 6. Expansion or control joints occur in the base exterior wall.
- G. Ceiling height door frames may be used as control joints. Less-than-ceiling height frames shall have control joints extending to ceiling from both corners.
- H. Penetrations of the base-and-plaster diaphragm such as borrowed lights, access panels, light troffers, shall have additional reinforcement at corners to distribute concentrated stress if a control joint is not used.
- I. Mixing: Mix plasters in strict accordance with Manufacturer's instructions, water to a minimum in mix.
- J. Finish coat shall be job aggregated for sand float finish. Finish color shall be as selected by the Architect.

K. Plaster Application (2 Coat System):

1. Basecoat - Scratch-in a tight, thin coat of IMPERIAL Basecoat Plaster over entire area, immediately doubling back with plaster from same batch to full thickness of 1/16" to 3/32". Fill all voids and imperfections. Leave surface rough or cross-rake with fine wire rake. Allow basecoat to set to provide proper suction for finish coat.
 2. Finish Coat - Scratch-in and double-back with IMPERIAL Finish, to fill out to a (smooth, dense surface for decoration, free of surface blemishes, to a) full thickness of 1/8". Final-trowel IMPERIAL Finish to a uniform (sand float) finish, (matching and merging with existing wall finish as best possible) after surface has become firm, holding trowel flat and using water sparingly. Do not over-trowel.
- L. Plan plastering to permit continuous application from angle to angle. Where joining is unavoidable, use trowel to terminate unset plaster in sharp clean edge - do not feather out. Bring adjacent plaster up to terminated edge and leave level. Do not overlap. During finish troweling, use excess material to fill and bridge joint.
- M. Finished Surface Texture shall be smooth. Where existing adjacent surfaces have been textured, texture shall be provided as specified in Section 09 21 16.

3.3 CLEAN UP and PATCHING

- A. Do not allow the accumulation of scraps and debris arising from the work of this Section. Maintain the premises in a neat and orderly condition at all times; in the event of spilling or splashing compound onto other surfaces, immediately remove the spilled or splashed material and all the trace of the residue to the approval of the Architect.

END OF SECTION 09 26 13

SECTION 09 65 00 – RESILIENT FLOORING and BASE

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

PART 1 – GENERAL

1.1 SUBMITTALS

- A. Within 45 days of Contract execution, and in accordance with requirements of Section 01 33 00, submit actual samples of manufacturers' complete current line(s) of patterns and colors.
- B. When requested, submit 2 samples of each material specified herein in the selected color(s).

1.2 DELIVERY and STORAGE

- A. Deliver materials to job site in manufacturers' original, unopened packaging and adequately protect against damage while stored in dry location at the site.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Base: All base in this portion of the work shall be first commercial quality, rubber or vinyl, in continuous lengths, as manufactured by Roppe, Burke, or approved.
 - 1. Base shall be **cove** at hard surfaced areas and **straight** (flush) at carpeted areas, 4" high except as noted below, .080" gauge, with **premolded outside corners** for all conditions at which such corners may be used; wrapping or job mitering outside corners will not be permitted.
 - a. Provide 6" base within all rooms that have existing 6" base within the same room.
 - b. Coordinate with Division 1 to prepare, patch, and paint any damaged drywall above base to be removed prior to installation of new base.
- B. Transition Strips and Edges: Vinyl (snap-down tees with accompanying permanently attached metal tracks, typical). Wedges, tees, channels, etc. as required, at all transitions to concrete, wood, carpet, vinyl, mats, etc. Mercer, or approved. Sizes and colors as shown, required and approved.
- C. Other Materials: All other materials not specifically described, but required for a complete and proper installation of resilient flooring and vinyl base shall be only as recommended by the manufacturer of the material to which it is applied and shall be subject to the approval of the Architect.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Examine all surfaces to receive work and verify that they are in proper condition to receive work of this Section. Do not proceed until improper surfaces and conditions have been corrected. Starting work included under this Section indicates acceptance of surfaces by the installer.

3.2 INSTALLATION

- A. Preparation: Subsurfaces shall be thoroughly dry (verify by moisture meter tests), free of unevenness, foreign material (oil, grease, paint, etc.) and clean. Maintain temperature recommended by manufacturer in spaces where work is being done and where materials are stored for period of time. Contractor is cautioned that use of curing compounds for concrete slabs will not be allowed in areas scheduled under this Section.
- B. Comply with manufacturers' written instructions and use applicator approved by manufacturer. Apply prime per recommendations of manufacturer.
- C. Make finish work free of buckles, cracks, breaks, waves and projecting edges, neatly fitted to projections. Apply edging strips at exposed edges of material not otherwise protected so top of strip is at same level as flooring.
- D. Base shall be installed with inside corners mitered.

3.3 CLEANING and FINISHING

- A. Cleaning, Protection and Finishing: After installation, sweep floors of particles and other foreign material harmful to flooring and immediately remove all surplus adhesive from adjacent surfaces.
- B. Thoroughly clean all residual or excess adhesive from floors, base and adjacent surfaces, using only solvents, or cleaning agents, and methods, specifically approved by flooring

END OF SECTION 09 65 00

SECTION 09 68 00 – CARPETING and MATTING

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

PART 1 – GENERAL

1.1 SUMMARY

- A. Supply and install all carpeting/mat work, including floor preparation and miscellaneous work required as shown on Drawings and as specified herein.

1.2 SUBMITTALS

- A. Within 30 days of Contract execution, and in accordance with requirements of Section 01 33 00, submit:
 - 1. Samples: Two samples of each carpet/mat material to be used. Each carpet sample shall bear manufacturers' label and exact material identification.
 - 2. Certification: Submit certification of flammability and smoke contribution tests which meet requirements of authority having jurisdiction and as may be specified under MATERIALS below. Fire tests shall be made by a testing laboratory approved by Washington State Fire Marshall and name of testing laboratory shall be included with test certificate.
 - 3. Also Submit Guarantees and Instructions to Owner, as specified below as a part of O & M Manuals prior to pre-final inspection.

1.3 PRIOR APPROVALS/SUBSTITUTIONS

- A. All carpet goods (other than the exact line and manufacturer specified, if any), must be approved prior to bidding, in accordance with procedures specified in Section 01 25 00. Requests for approval must be accompanied by at least two sample folders consisting of at least one construction sample at least 5" x 7" in size, actual goods samples of all colors (and patterns) available, complete specifications of carpet construction, and manufacturers' guarantee. Photographic representations of colors not acceptable.
- B. Colors available for selection shall be valid criteria for approval or non-approval, and the Architect's decision shall be final.
- C. Substitutions after Contract execution will be approved only in cases of bone fide dire emergencies (i.e., strikes, fire, etc., at the manufacturing level).

1.4 GUARANTEES

- A. Carpet installation shall be guaranteed as called for by the GENERAL CONDITIONS. Items furnished and installed under this Section of the Contract will be inspected by the Architect following installation. Any item not in strict accordance with the Drawings and Specifications, or with the best practices of the trade shall be promptly replaced by the Contractor at the convenience of the Owner and at no cost to the Owner. Correct

defects in materials and/or workmanship, when requested, during the 1-year guarantee period. Repair or replace carpet as Architect judges necessary at no additional cost to the Owner.

1.5 QUALITY ASSURANCE

- A. For cutting, laying and trimming of carpeting, use only thoroughly trained and experienced carpet installers who are completely familiar with the materials specified, the Manufacturer's recommended methods of installation and the requirements of the work. (Carpet subcontractor shall be approved in writing by the carpet manufacturer and Architect.)

1.6 AREA and MEASUREMENT

- A. Contractor shall have calculated (measured) the area(s) to be carpeted prior to bidding and the yardage amounts shall be the responsibility of the Contractor.
- B. Where spaces are scheduled to receive mat or carpet, carpet/mat floors of alcoves and closets opening off these spaces, unless otherwise noted.

1.7 DELIVERY, HANDLING and STORAGE

- A. Deliver materials to job site in protective wrapping and adequately protect against damage while stored in dry location at the site. Use all means necessary to protect carpeting materials before, during, and after installation and to protect work of other trades. In the event of damage to carpeting and/or building, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Each type of mat, as specified below shall be uniform and true to line as produced by a single manufacturer, and shall meet (be the exact goods specified or prior approved equal) the minimum specifications listed below and be specifically approved by the Architect in writing prior to bidding.
- B. Allow for a different colors of each type of mat at each school to receive mats.
- C. MAT: Connexus Entrance Matting, Super Nop 52 as manufactured by Mats, Inc., 179 Campanelli Parkway, Stoughton, MA 02072, www.matsinc.com, or equal products by Bretlin, Inc.
 - 1. Material: 100% Asota solution dyed UV stabilized polypropylene fibers
 - 2. Total Weight: 93 oz/sy
 - 3. Pile Weight: 52 oz/sy
 - 4. Thickness: 1/2"

5. Backing: High Density Rubber.
 6. Color/Pattern: To be selected for each school.
- D. Edging/Transition Strips: Provide as specified in Section 09 65 00. Colors as selected.
- E. Adhesives: 'Quick Release' type, as manufactured or recommended by the carpet goods manufacturer, and in the below-referenced installation manual.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Preparation: Before proceeding with carpet/mat installation, inspect thoroughly to be sure that floor surfaces are in proper condition to receive carpet/mat.
- B. Level and fill voids and off-sets with approved latex filler as may be required. (Strip any existing wax), remove grit, dirt and lint. (Replace or re-set any loose existing tiles as required to provide properly sound base for carpet adhesion.
- C. Carpet/Mat Installation: Installation shall be direct glue-down type.
1. Install carpet/mat using applicable methods as approved and outlined in the "Standard for Installation Specification of Commercial Carpet" CRI 104, Current Edition, published by the Carpet and Rug Institute, 706-278-3176, www.carpet-rug.org.
 2. Cut and fit closely and evenly at walls and to transition/edge strips and thresholds. Seams and cross seam selvage edges trimmed true and uniformly with carpet construction. All seams shall be tightly fit without visible cut fiber ends or uneven rows. Match carpet/mat lines and patterns at seams, in all directions.
 3. Stretch carpet/mat to proper extent under conditions of temperature and humidity at time of installation, and for type of carpet construction, to avoid future loosening, ripples or puckers.

3.2 CLEANING and PROTECTION

- A. Cleaning and Protection: Remove spots, smears, stains, etc., with materials recommended by carpet manufacturer. Remove loose threads with sharp scissors and vacuum clean. Leave surfaces clean and free from ripples, scallops and puckers
- B. Remnants: Upon completion, bundle all usable remnants and deliver to Owner for possible future repairs.

END OF SECTION 09 68 00

SECTION 09 91 00 – PAINTING

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

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Provide all painting and finishing work as specified herein and as noted on the Drawings. ALL new surfaces, scheduled existing surfaces, and all disturbed surfaces, shall be painted or finished as part of this work, unless specifically noted as not to receive a finish.
- B. Certain items may be specified to be shop primed (or finished) in other Sections. Any required priming not so specified elsewhere in this specification shall be provided as a part of the work of this Section.
- C. Surfaces Not to be Painted or Finished:
 - 1. Drywall or plaster permanently concealed from view.
 - 2. Wood (or plastic) structural/framing elements permanently concealed from view.
 - 3. Concrete slabs.
 - 4. Brick and stone masonry.
 - 5. Factory finished paneling, equipment and other devices with an approved factory applied finish, unless specifically noted otherwise in the Specification Finish Schedule or on the Drawings.
 - 6. Finish hardware, except where primed for a paint finish.
 - 7. Plumbing fixtures; toilet room accessories, except as noted otherwise.
 - 8. Lighting fixtures and electrical devices except as noted otherwise.
 - 9. Concealed rough hardware.
 - 10. Acoustical surfaces, unless specifically noted otherwise.
 - 11. Glass, plastic, ceramic tiles, resilient flooring, topset resilient bases.
 - 12. Exposed Category 5, 6 or better data cabling, unless previously painted.
 - 13. Areas noted as "unfinished" or "existing to remain" on Finish Schedules, or "existing finish to remain" on Drawings.
- D. All new and disturbed surfaces and items not excluded above shall receive the various paint finishes, as scheduled, except for the following items which shall receive the scheduled stained finish(es).
 - 1. Certain items of wood trim supplied or modified under this contract.

1.2 STANDARD SPECIFICATIONS

- A. Except as otherwise specified, all work of this Section shall conform strictly to the standards for material and workmanship, set forth in the "Architectural Painting Specification Manual" published by the Master Painters Institute, 2800 Ingleton Avenue, Burnaby, B.C. Canada V5C 6G7, 1-888-674-8937, www.mpi.net.

1.3 DEFINITIONS

- A. The term "MPI" refers to Master Painters Institute, and "APSM" refers to Architectural Painting Specification Manual. Refer to various sections for general definitions and to the APSM glossary for technical terms and industry colloquialisms.

1.4 APPROVED MANUFACTURERS

- A. ONLY the approved paint products of the paint manufacturers listed in APSM, Chapter 5, under "Product List" may be used unless a specific manufacturer is listed in Finishing Schedule. When substitutes are proposed, use only those substitutes that are approved by MPI and the Architect in writing per conditions outlined in Section 01 25 00.
- B. Unless otherwise specified, coordinate with the Owner for color selection to paint or finish the various items to match adjacent surfaces.

1.5 SUBMITTALS

- A. Unless otherwise specified hereinafter and before any painting or finishing work is started, submit samples of all finishes, selections, etc., to the Architect per Section 01 33 00.
- B. Samples: Prepare with type of paint or finish and application specified on prepared substrate, including species and texturing if required, to which paint is to be finally applied, minimum samples each not less than 6" x 10" with banded, finished edges, if required. Approval(s) of prepared stain and finish samples shall be based on actual **color** of the sample(s), **not** stain number or formulation. Furnish additional samples as required until colors, finishes and textures are approved. Retain approved samples to be used as the quality standards for final finishes.

1.6 ENVIRONMENTAL CONDITIONS

- A. Conform to all requirements of APSM unless otherwise specified hereinafter. Disregard of working in accordance with provisions set forth in these following paragraphs may cause warranty to be voided.
- B. Weather Conditions: Do no exterior work on unprotected surfaces if it is raining or moisture from any other source is present, or expected before applied paints can dry or attain proper cure without damage thereto. Allow surfaces wetted by rain or other moisture source to dry and to attain temperatures and conditions specified hereinafter before proceeding with work, or continuation of previously started work.
- C. Temperatures: Do no painting work when temperatures on the surface or of the air in the vicinity of the painting work are below plus 50 degrees F. or below those temperatures recommended by the manufacturer for the material type used. The minimum temperatures for latex finishes to be not less than plus 45 degrees F. for interior work and plus 50 degrees F. for exterior work, unless specifically approved in writing by the Architect and Paint Inspection Agency. See APSM.
- D. Lighting: Minimum of 15 candle power per square foot on surfaces to be painted or finished.

- E. Ventilation: Provide continuous ventilation as required for various materials used in the spaces scheduled, but not less than recommended by the paint and finish manufacturer for drying.
 - 1. Follow moisture test per APSM.
 - a. 12% for concrete and masonry
 - b. 15% for wood
 - c. 12% for plaster and gypsum board

1.7 PROTECTION

- A. Adequately protect other surfaces from paint and damages caused by this work. Also adequately protect painted areas from damage by others such as painted door and relite frames, painted doors, painted or finished casework, etc.
- B. Make good any damage caused by failure to provide suitable protection.
- C. Removal of Flammable Rubbish: Place all materials which may constitute a fire hazard in closed metal containers and daily remove from site.
- D. Removal of Hardware and Miscellaneous Items: Coordinate the work so that electrical outlets and switch plates, mechanical diffusers, escutcheons, registers, surface hardware, fittings and fastenings, are removed prior to starting work of this Section and reinstalled upon completion of the work.

PART 2 – PRODUCT

2.1 GENERAL

- A. Provide paint, varnish, stain, enamel, lacquer, fillers, and related products for prime, intermediate and finish coats, of types, brand and manufacture listed in APSM, Chapter 5, latest edition, factory labeled for positive identification, in accordance with Finishing Schedule hereafter.

- 3.1 Materials not specifically noted in APSM such as linseed oil, shellac, thinners or other materials shall be quality not less than required by published Federal or State Specification Standards, and as manufactured by approved firms.

3.2 FINISHING SCHEDULE

A. Exterior Surfaces:

- 1. New Ferrous Metal (Including Galvanized Steel) Where Noted as Powder Coat: Polyurethane Polyester, 5 mils, 3H hardness. Cure at 400 degrees. Semi-gloss finish (Level 5).
- 2. New Ferrous Metal (Not Galvanized): Exterior 5.1D, "Premium Grade"; alkyd metal primer and 2-coats alkyd, semi-gloss enamel (Level 5).

3. New Non-Ferrous Metal (Including Galvanized Steel): Exterior 5.3A-Latex "Premium Grade"; cementitious primer and 2-coats exterior latex, semi-gloss (Level 5).
4. New Welds at Galvanized Surfaces: Brite Products, 1-coat First Zinc, primer coat, 1-coat Brite Zinc all weather galvanizing compound, metallic silver, aerosol.
5. Miscellaneous Surfaces: Any other surfaces not noted "not to receive finish" and/or not specifically scheduled above, shall be finished with an approved APSM system for that particular substrate. Choice of exact approved APSM system of finish shall be at Contractor's option.

B. **Interior Surfaces:** (See Interior Systems and select)

1. New Gypsum Wallboard and Plaster - Interior 9.2A; "Premium Grade"; 1-coat latex primer sealer and 2-coats interior latex, egg shell satin (Level 3).
2. Existing Wall and Ceiling Surfaces: 2 coats interior latex egg shell satin (Level 3).
3. New Wood - To be Stained: Interior 6.4K modified, "Premium Grade"; clear alkyd finish on stained close grain woods. NOTE: certain wood requires application of a pre-stain sealer under stain, refer to General Provisions of this Section.
4. Existing Stained Wood - Noted to be Refinished: Clean, sand lightly and apply 1 coat of clear alkyd varnish.
5. New Exposed Ferrous Metal (Latex): Interior 5.1Q "Premium Grade"; rust inhibitive alkyd primer and 2-coats interior latex enamel, semi-gloss (Level 5).
6. All Existing Steel Door, Relite and Window Frames shall be cleaned, sanded and painted with 2 coats specified latex enamel finish, semi-gloss (Level 5)
7. Miscellaneous Surfaces: Any other surfaces not noted "not to receive finish" and/or not specifically scheduled above, shall be finished with an approved APSM system for that particular substrate. Choice of exact approved APSM system of finish shall be at Contractor's option.

PART 3 – EXECUTION

3.3 PREAPPLICATION PREPARATION

- A. Conditions of Surfaces: Do not proceed until any discovered defects have been corrected and surfaces approved by Inspection Agency and specifying authority. Conform to APSM, Surface Preparations, as to surface conditions and preparations for each various surface to be painted or finished.
1. In addition to APSM surface preparations contractor shall perform the following:

- a. Repair all existing surfaces and thoroughly clean to remove any nail or screw pops, ridges, gouges, paint drip marks, ridges, irregularities, voids, etc. as required for a smooth surface suitable for a smooth painted surface.
 - 1) Existing concrete surfaces may have formed/finished irregularities that may remain unless specifically noted, except pin holes and block surfaces shall be filled for a uniform finish where surface has not been sandblasted.
 - 2) Sand all existing metal surfaces to be painted or fill as needed for a uniform finish.
 - 3) Sand all wood and surfaces to be re-stained to remove any defects, adhesives, etc. Remove adhesives, clean surfaces and spot repair surfaces to receive protective coat only.

B. Starting work under this Section implies acceptance of the surface and substrate.

3.4 APPLICATION

A. Comply with requirements of APSM total program specifically, and as follows:

1. Stain shall be applied to wood by brush and/or hand wiping with a rag only.
2. Powder coating, Special coatings, sealers, etc., shall be applied only by method(s) specifically recommended by manufacturer.
 - a. Powder coating shall be completed in whole assembled components, except as noted on the plans, off site at a facility with at least 5 years' experience in powder coating.
3. Each succeeding pigmented coat shall be distinguishably lighter than the previous coat. Tint all prime and undercoats to a color similar to, but darker than, finish coat.

B. Color Uniformity

1. In staining of wood or other similar materials, since final color depends both on the stain and the color of the material itself, which varies, stain formulation and/or application will often have to be modified from piece to piece so that the finished color of all pieces in the finished application are within a reasonably uniform range matching the approved sample.
2. Pre-bleaching and/or washcoats of primer/sealer, whether specifically scheduled or not, shall be used, if necessary, to achieve acceptable uniformity of application throughout the many pieces.

3.5 COMPLETION AND CLEAN-UP

A. On completion of the work, carefully clean all glass, hardware, frames, etc, and remove all misplaced paint and finish spots, spills, splatters, etc., and leave the work neat and

clean to the satisfaction of the Architect. Request final inspection from the Inspection Agency and/or MPI, if any.

END OF SECTION 09 91 00

SECTION 10 00 00 – MISCELLANEOUS SPECIALTIES

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

PART 1 – GENERAL

1.1 SUBMITTALS

- A. Within 30 days of Contract date, and in accordance with provisions of Section 01 33 00, submit:
 - 1. Complete Manufacturers' Information on all items intended for installation under work of this Section.
 - 2. Guarantees, Operating and Maintenance Instructions and parts replacement ordering information as part of O & M Manuals.
 - 3. Shop Drawings: Submit brochures and/or shop drawings of all items showing sizes of members, methods of construction and mounting techniques.

1.2 DELIVERY, HANDLING and STORAGE

- A. Deliver and store all items in dry, protected areas. Keep free of corrosion or other damage. Replace any damaged items or parts at no cost to Owner.

1.3 COORDINATION

- A. Coordinate with all trades whose work relates in any way to items specified herein. Ensure that all blocking, backing, access, etc., is provided as work progresses.

1.4 MEASUREMENTS

- A. Verify all dimensions shown on Drawings by taking field measurements; proper fit and attachment of all parts is required.

PART 2 – PRODUCT

2.1 MATERIALS

- A. Transfer Grille: Amenostat ASTG Extra Heavy Duty Grille w/ Steel Perforated Face.
 - 1. 18” wide x 12” high
 - 2. 3/16” thick clear anodized aluminum face containing 1/4” diameter holes on 3/8” staggered centers and 12 ga steel sleeve.
 - 3. Provide w/ removable face plate one side

PART 3 – EXECUTION

3.1 INSTALLATION

SECTION 10 00 00
MISCELLANEOUS SPECIALTIES

- A. Install all items per details on Drawings, manufacturers' printed installation instructions and any additional requirements specified. All wall mounted items shall be securely fastened to solid backing or blocking.
- B. Provide all anchorage devices required to install the item and its appurtenances, complete. Furnish anchorage requirements in ample time when required to be built in by other trades.

END OF SECTION 10 00 00

SECTION 26 00 00 – ELECTRICAL WORK

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

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

1. All high voltage connections shall be performed by the Owner. The Contractor shall provide design, materials, equipment, labor as required and necessary, and shall bear all expenses incidental to the satisfactory completion of the low voltage work associated with the Finish Hardware and the Work of this Section.

1.2 SUBMITTALS

- A. Within 30 days of Contract execution, provide for Architect/ Engineer's review, per DIVISION 1, complete technical data, including instructions, for the following:
 1. Specialty boxes
 2. Wiring connectors
- B. Prepare accurate "as built" record documents per requirements of DIVISION 1.

1.3 COORDINATION

- A. Drawings are to be used as a guide for quantity, approximate location and electrical systems design criteria. It shall be the Contractor's responsibility to coordinate all electrical devices with all other trades and architectural features to provide a uniform and proper appearance. Should a conflict of quantity, coordination, location, etc., arise, the electrical contractor shall immediately contact the Architect for clarification. Architect's decision shall be final and binding, as though a part of the Specifications.
- B. Coordinate and cooperate with all other trades whose work relates in any way to items specified herein. Interface work of this Section with work of other trades as required to provide complete properly operating system(s).

PART 2 – PRODUCT

2.1 MATERIALS

- A. Wiring: All conductors shall be #12 copper or larger, except control wiring which may be #14. #10 conductors or smaller shall be solid. #8 conductors and larger shall be stranded copper of minimum size called for or as required by N.E.C
 1. #10 conductors may be stranded provided an approved, insulated, spade type pressure cable connector is used at all end connections.

2. All wire sizing has been based on copper conductors. At contractors option, #8 conductor and larger may be substituted with aluminum conductors of equal current carrying capacity. Increase conduit size as required for aluminum conductors.
- B. Raceways: Provide of the size noted where indicated or otherwise sized for the use and wiring type. Raceway types shall be as follows:
1. Where exposed raceways are indicated or allowed in finish spaces they shall be 'Wiremold' type, with concealed fastenings; job painted.
 2. All concealed conduit shall be EMT.
- C. Boxes: Each electrical device shall be provided with a galvanized steel box for mounting and wiring of device. Boxes shall be concealed flush in wall or ceiling with proper plaster or extension rings as required in finished areas. Where boxes are exposed, provide 'Wiremold' type boxes, color matched, or painted, to the adjacent materials.
1. Where noted, provide stainless steel boxes w/ stainless steel cover plates.
- D. Plates: Plates for exposed boxes at window walls above doors shall be stainless steel (unless otherwise noted). Plates for boxes, switches, receptacles, outlets, devices, etc., in all drywall finished areas shall match configuration of device and shall be as required to match the existing boxes, except where otherwise noted.
- E. Anti-corrosive coating compound for below grade electrolytic protection shall be "Bituplastic #33", or approved.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Cutting and patching to accommodate work shall be coordinated and agreed upon between the General Contractor and the sub-contractor and shall conform strictly to requirements of Section 01 73 29 and structural requirements noted on the Drawings.
- B. Where removal of walls or partitions interferes with service to outlets, switches or other devices, conduit and wiring shall be relocated/extended as required to complete circuits.
- C. The contractor/subcontractor shall make final electrical connections to all pieces of equipment supplied and installed by other trades, unless otherwise indicated on the Drawings or in these Specifications, or unless otherwise mutually agreed to among the various trades and/or subcontractors.
- D. Wiring: All conductor joinings shall be in accessible boxes, additional junction boxes shall be installed as required to meet N.E.C., or as required to install conductors without physical damage.
1. In all finished areas wiring system shall be concealed in walls, or above ceilings. In unfinished areas wiring system may be exposed, run straight, horizontal or plumb,

with proper support. The Architect's determination of what constitutes a "finished" area shall be final.

- E. All electrical equipment and devices shown or specified shall be completely installed according to intent of design as indicated on the Drawings and specified herein, including wiring, connection, backboxes, trim, etc., required for a complete operating installation.
 - 1. Equipment provided under other sections of this specification but requiring electrical connection to function as intended shall be so connected as a part of the work of this section, unless specifically indicated otherwise.

3.1 CLEAN UP

- A. Upon completion of all electrical work, the Contractor shall thoroughly clean all equipment and premises of any tools, crates, boxes, wire, etc., related to the electrical work. Contractor shall perform all tests required to assure a complete, balanced and safely operating system.

END OF SECTION 26 00 00