



## **Skagit County Jail Physical Barriers Mount Vernon, WA**

**Project Manual**  
Bid Set  
**DLR Group Project No. 73-24145-00**

**June 2, 2025**

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Project Manual

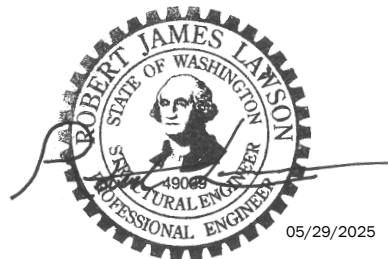
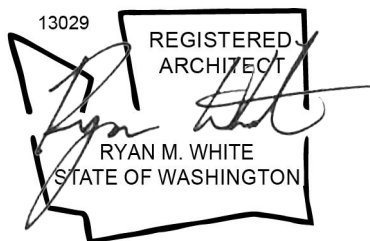
## **Skagit County Jail Physical Barriers**

Mount Vernon, WA

**Bid Set**  
**Specification Manual**

**DLR Group Project No. 73-24145-00**

June 2, 2025



05/29/2025

**DLR Group inc., a Washington corporation**  
**Architecture Engineering Planning Interiors**  
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Seattle, WA 98101  
tel 206/461-6000

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SKAGIT COUNTY JAIL PHYSICAL BARRIERS  
SKAGIT COUNTY  
MOUNT VERNON, WA

73-24145-00  
02 JUNE 2025  
BID SET

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END OF SECTION 000110

SECTION 001100 - NOTICE OF CALL FOR BIDS

**Skagit County Community Justice Center Physical Barriers**

NOTICE IS HEREBY GIVEN that sealed bids will be received on July 14, 2025, until 3:00 pm at the Skagit County Commissioners Administrative Building, 1800 Continental Place, Mount Vernon, Washington 98273. Bids must be received at the County Commissioners' Office prior to the bid opening time. Bid Proposals will be recorded as to time and date received and secured until the time set for the opening. All bids must be plainly marked on the outside:

**Skagit County CJC Physical Barriers**

**OPENING OF THE BID PROPOSALS:**

At 3:00 pm or as soon as possible thereafter on July 14, 2025, Bid Proposals will be opened and publicly read aloud in the Commissioners Hearing Room, 1800 Continental Place, Mount Vernon, WA. 98273. Attendance will be in person or remote video via online link at: <https://us06web.zoom.us/j/87180001980?pwd=eEVGUGkxZ3NkQkhYSnhBMEo2RTQrdz09> or by telephone: (253) 215-8782; Meeting ID: 871 8000 1980.

The project consists of constructing fencing barriers at mezzanine and stair railing as fall protection measures in seven detention center pods with an estimated cost of \$2,500,000.

The project bid documents (plans, specifications, addenda, and Bidders List) are provided free of charge to Prime Bidders and Subcontractors on the Skagit County's World Wide Web site, [www.skagitcounty.net/departments/rfp](http://www.skagitcounty.net/departments/rfp) on or after June 2.

A mandatory pre-bid conference for prospective bidders will be held at the Community Justice Center main entrance lobby, 201 Suzanne Lane, Mount Vernon at 9:00 am on June 12. A summary of questions and answers will be shared as a bid addendum.

Questions regarding the project must be submitted to Chris Perez email: [cperez@dlrgroup.com](mailto:cperez@dlrgroup.com). Questions must be received by July 2, 2025, 3:00 pm. A confirmation of the question(s) receipt will be sent within 48 hours; if a bidder does not receive such confirmation it is solely responsible to re-send the question(s). County's responses will be posted for all bidders by addendum with final no later than July 10, 2025. No oral responses from the Owner or its representatives may be relied upon by bidders.

The Successful Bidder will be required to furnish the necessary additional Bond(s) for the faithful performance of the Work, as prescribed in the Bid Documents.

**LATE SUBMITTALS WILL NOT BE ACCEPTED.** All submittals will become the property of Skagit County Government and may not be returned.

**CONTRACTOR REGISTRATION:**

Pursuant to RCW 39.06, the Bidder shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27. In order to perform public work, the successful Bidder and Subcontractors, prior to Contract award, shall hold or obtain such licenses and registrations as required by State Statutes and Codes, and Federal and local laws and regulations and a City of Mount Vernon business license.

**APPRENTICE UTILIZATION REQUIREMENTS:**

This project is subject to RCW 39.04.320 and requires 15% of all labor hours to be performed by apprentices registered in a State Approved Apprenticeship Program. An Apprentice Utilization Plan is required to be submitted. Good Faith Efforts will be considered, and a reduction or waiver may be granted. See Instruction to Bidders section for full details.

**BID SECURITY:**

Certified check, bank cashier's check or bid bond congruent with the Form of Bid Bond as identified in the "Instructions to Bidders" is required to be submitted with each proposal, in the amount equal to five percent (5%) of the total basic bid plus additive alternate bids (if applicable). Make bid security payable to the Skagit County, a Municipal Corporation, furnish bond executed by a licensed bonding agency authorized to do business in the locality of the Project.

**RIGHT TO ACCEPT OR REJECT:**

The Owner shall reserve the right to reject any or all proposals and the right to waive any irregularities or informalities in any proposal, subject to the Laws of the State of Washington as pertinent to Public Works and congruent with requirements and policies of Skagit County, and as may be deemed in the best interest of the Owner. In particular, the Owner reserves the right to reject a proposal which is not accompanied by the required bid security or subcontractors listing as described heretofore, and incomplete or irregular proposals which may exclude any item(s) as may be required by the Bid Documents. NO PROPOSALS WILL BE ACCEPTED AFTER THE TIME SET FOR RECEIPT OF BID PROPOSALS.

Skagit County is an Equal Opportunity and Affirmative Action Employer. Small, Minority and Women-Owned firms are encouraged to submit bids.

**WITHDRAWAL OF BID:**

No proposal may be withdrawn after the time set for the opening thereof unless the Award of the Contract is delayed for a period of forty-five (45) calendar days.

**NOTICE GIVEN BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS THIS**

day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Clerk of the Board  
Skagit County Commissioners

Published in the Daily Journal of Commerce – June 5 & 12, 2025

END OF SECTION 001100

# DRAFT AIA® Document A101® – 2017

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

**AGREEMENT** made as of the      day of      in the year 2025  
(In words, indicate day, month and year.)

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

Skagit County, a Municipal Corporation  
1800 Continental Place,  
Mount Vernon, WA 98273  
    

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

TBD  
    

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

SCCJC Physical Barriers  
Skagit County Community Justice Center  
201 Suzanne Lane  
Mount Vernon, WA 98273

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

DLR Group Inc., a Washington Corporation  
51 University Street, Ste 600  
Seattle, WA 98101  
    

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.

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

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

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
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- 7 TERMINATION OR SUSPENSION
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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ [ « » ] The date of this Agreement.

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

☒ [ « X » ] Established as follows:

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

«»No earlier than Sep 1, 2025 and no later than Sep 22, 2025 with intent to complete three of seven pods before the Christmas & New Year holidays.

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work. All float contained in the Construction Schedule shall belong to both Owner and Contractor.

### § 3.3 Substantial Completion



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

(Check one of the following boxes and complete the necessary information.)

[ ☒ ] Not later than two hundred ten (210) calendar days from the date of commencement of the Work.

[ ☐ ] By the following date:

§ 3.3.2 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
<input type="text"/>	<input type="text"/>

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be  (\$  ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

Item	Price
<input type="text"/>	<input type="text"/>

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

Item	Price	Conditions for Acceptance
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
<input type="text"/>	<input type="text"/>

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

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

N/A. Owner shall be entitled to actual damages. In addition, if the Contractor fails to achieve Substantial Completion by the Scheduled Substantial Completion date. Contractor shall be liable to the Owner for any and all additional delay costs associated with mitigation to prevent water intrusion and water damage.

« »

§ 4.6 Other:

N/A

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

«N/A»

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «last» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «twentieth (20<sup>th</sup>)» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «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.)

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

## § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« »

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« »

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

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

## § 5.2 Final Payment

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

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

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## § 5.3 Interest

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

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

« » % « »

Six percent (6%) per annum.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 ~~Initial Decision Maker~~Reserved

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

↔  
↔  
↔  
↔

### § 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

[ ☒ ] Litigation in a court of competent jurisdiction. Venue of litigation shall be the Superior Court of Skagit County. This Agreement is governed by the laws of the State of Washington. The prevailing party, as determined by the Court, shall be entitled to recover their reasonable attorney fees and costs, including on appeal.

[ ☐ ] Other (Specify)

« »

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

↔

N/A, there shall be no fee for the Owner's termination for convenience.

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

↔  
↔  
↔

«»[Ken Hansen](#)

[Skagit County Facilities Management](#)  
[1800 Continental Place](#)  
[Mount Vernon, WA 98273](#)

«»  
«»  
«»  
«»  
«»  
«»

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

« »  
« »  
« »  
« »  
« »  
« »

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior [written](#) notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in ~~AIA Document A101™–2017 Exhibit A, the~~ [Specifications](#) and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

« »

**§ 8.7** Other provisions:

« »

**§ 8.7.1 Miscellaneous Provisions:**

- .1 Contractor hereby warrants and represents that it is a duly licensed contractor under the laws of the state in which the Project is located and that its contractor's license number is <license #>.
- .2 All notices to be given hereunder shall be in writing and may be given or served (i) by the depositing of same in the United States Mail, addressed to the party to be notified, postage paid and registered or certified with return receipt requested, (ii) by delivering the same in person, (iii)

by recognized overnight delivery service, such as Federal Express, or (iv) by email as long as the recipient provides email confirmation of receipt of the email.

If to the Owner: Skagit County Facilities Management  
1800 Continental Place  
Mount Vernon, WA 98273

If to the Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.3 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner, its officers, agents and employees (“Indemnified Parties”) from all claims, damages, losses, suites or actions and expenses, including but not limited to attorney fees, arising out of or resulting from the Contractor’s, subcontractors at any tier and agents performance or lack of performance of the Work provided that each claim, damage, loss or expense is attributable to (i) bodily injury, sickness, disease or death; (ii) injury to or destruction of property; (iii) breach of any provision in this Agreement and/or (iv) any third party claim against Owner arising out of Contractor’s Work or caused by or arises out of Contractor’s negligence. Contractor’s duty to indemnify and defend Owner shall survive any Contractor termination by Owner.

If any claim is caused or alleged to be caused in part by any joint or concurrent negligent act of omission by any of the Indemnified Parties, the Contractor shall indemnify, hold harmless and defend the Indemnified Parties from such claims only to the extent that such claim arises out of or resulting from the negligence of the Contractor and only in proportion to the negligence of the Contractor. In no event shall the Contractor be obligated to indemnify the Owner for claims which arise out of or result from the sole negligence of the Indemnified Parties.

For the sole purposed of giving full force and effect to the indemnification obligations under this Agreement, and not for the benefit of the Contractor’s employees or any third party, the Contractor specifically and expressly waives any immunity that may be granted to Contractor under the Washington State Industrial Insurance Act, Title 51 RCW for Contractor’s agents, employees, and subcontractors. This provision has been mutually negotiated between Owner and Contractor.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3** AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5** Drawings

Number	Title	Date
<u>Bid Set – 19 pages</u>	<u>Physical Barriers</u>	<u>June 2, 2025</u>

- .6** Specifications

Section	Title	Date	Pages
<u>Structural Calculations</u>	<u>SCCJC Physical Barriers</u>	<u>May 9, 2025</u>	<u>17</u>
<u>Project Manual</u>	<u>Physical Barriers</u>	<u>June 2, 2025</u>	<u>xxx</u>

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

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

☐

☐ The Sustainability Plan:

Title	Date	Pages
Not applicable		

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not applicable			

.9 Other documents, if any, listed below:

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

☐

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

OWNER (Signature)

See attached signature sheet

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

## SECTION 002100 - INSTRUCTION TO BIDDERS

### 1.1 EXAMINATION OF SITE AND CONSTRUCTION DOCUMENTS

#### A. Before submitting a proposal, the bidder shall:

1. Carefully examine the drawings and specifications,
2. Visit the site of the work,
3. Fully inform itself of existing conditions and limitation, relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of this contract.
4. Rely entirely upon its own judgment in making its proposal,
5. Include in its bid a sum sufficient to cover all items required by the contract including all labor, materials, and services necessary to complete this project.

### 1.2 APPRENTICESHIP

#### A. In accordance with RCW 39.04.320, for all public works estimated to cost two million dollars or more, the County requires **no less than 15%** of the total contract labor hours be performed by apprentices. Total Contract labor hours include additional hours worked because of Change Orders, and exclude hours worked by workers who are not subject to prevailing wage requirements such as foremen, superintendents, supervisors, and owners. On applicable projects, the bid advertisement and Bid Form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. The project's apprenticeship utilization rate is calculated using the approved affidavits from the Labor & Industries' (L&I) Prevailing Wage Intents and Affidavit (PWIA) system.

1. **Cost Value** - The expected cost value associated with meeting the goal is included in the Base Bid as described on the Bid Form.
2. Utilization Plan - The Contractor shall provide an Apprentice Utilization Plan (AUP) demonstrating how and when they intend to achieve the Apprenticeship Utilization Requirement. The Plan shall have enough information to track the Contractor's progress in meeting the utilization requirement. The Contractor shall submit the Plan on the provided Apprentice Utilization Plan template at time of bid with subcontractors listed by name or trade. The Contractor shall provide an updated AUP during the course of construction when there are significant changes to work, subs, or schedule which may affect their ability to meet the requirement.
  - a. The Plan is not submitted for approval, although will be uploaded to the PWIA system.
  - b. It is expected that the Contractor will actively seek out opportunities to meet the Apprentice Utilization Requirement during construction even if the Plan indicates a shortfall in meeting the requirement.



- c. If the Plan indicates that the Contractor will not attain the Apprentice Utilization Requirement, then Contractor must submit “Good Faith Effort” (GFE) documentation with their Plan to L&I’s PWIA system.

B. Good Faith Effort (GFE)

1. Any GFE request shall describe in detail why the Contractor was not able to attain the Apprentice Utilization Requirement. Contractors may submit Owner-provided GFE form at any time during the construction and immediately upon realization that 15% requirement will not be achieved. The County will review such request and determine at its sole discretion if a GFE is justified.
2. Acceptable good faith efforts must include at least of the following:
  - a. Not enough registered apprentices in the geographic/county area as verified by Washington State Apprenticeship and Training Council (WSATC).
  - b. An inadequate number of apprentices are available to comply with the required apprentice utilization percentage as verified by appropriate Washington State programs.
  - c. There are not enough hours on the project to afford the appropriate ratio of journey level to apprentice oversight as verified by the appropriate Washington State programs and documented through the Project schedule.
  - d. There is a disproportionately high ratio of material costs to labor hours, which does not make the required minimum levels of apprentice participation possible for this Contract as verified by the schedule of values/bid item breakdown and/or backup invoicing from suppliers or similar.
  - e. Apprentice utilization and involvement in work of the Project would void warranty as verified by an original equipment manufacturer and/or surety.
  - f. Other documented and verifiable impracticality that could not have been foreseen or avoided.
3. GFE documentation must be uploaded to the PWIA system and include:
  - a. The contract number, title and the apprentice utilization requirements,
  - b. The amount of apprentice labor hours the contract can or did attain along with the percentage of labor hours,
  - c. Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether or not Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith,
  - d. Anticipated or actual shortfall (in apprentice labor hours and percentage) and the reason(s) for not attaining the required apprentice labor hours,
  - e. Information from one or more of the following areas:

- 1) Names of any State-Approved Apprentice Training Programs contacted with the name(s) of person(s) contacted and dates of contacts, and a copy of each response from the Training Program(s),
- 2) Reference Contract Specifications or documents that affected the Contractor's ability to attain apprentice utilization,
- 3) Discuss efforts the Contractor has taken to require Subcontractors to solicit and employ apprentices,
- 4) Backup documentation to the letter consisting of the following:
- 5) Letters, emails, phone logs including names dates and outcomes, or other contract specifications or documents.

C. Prevailing Wages for Apprentices.

1. An apprentice is defined as a laborer, worker, or mechanic employed to perform the Work for whom an apprentice agreement is established through a Training Program that is registered and approved by the WSATC.
2. Per RCW 39.12.021 and RCW 49.04, apprentices must be paid the applicable prevailing hourly rate for an apprentice of that trade. An apprentice wage schedule has been added to the Journey Level rates. Intents, Affidavits, and certified payrolls must contain the relevant apprentice information and be recorded in L&I's Prevailing Wage Intents and Affidavits system.

D. Monitoring Apprentice Utilization and Reporting.

1. The Contractor and every Subcontractor must report all apprentices and the wages paid as required by L&I.
2. The Contractor must submit other information as requested by the Owner to verify compliance with the apprentice utilization requirements of the Contract. The Owner may add, delete, or change the information required by the Contractor, as necessary.
3. The Owner will monitor the Contractor's and subcontractor's progress in apprentice utilization by reviewing Apprentice Utilization Plan(s); Intents and Affidavits filed; and Certified Payroll as part of the monthly Progress Payment reviews. The Owner reserves the right to withhold payment until appropriate documentation is loaded into PWIA.

E. Meeting Apprenticeship Utilization Requirements: Monetary Incentive. Should the Contractor, and/or subcontractors, achieve 15% apprentice utilization *without any good faith efforts*, a monetary bonus of \$2,000.00 will be awarded to the Contractor via Change Order or Amendment and paid to the Contractor for proportional distribution to all employers of apprentices on the Project. Incentive payment for successfully reaching apprentice goal shall be made upon receipt of all approved Affidavits.

F. Failure to Comply with Apprenticeship Utilization Requirements: Disincentive. Failure to comply with requirements for apprentice utilization, without a good faith effort, is a material breach of the Contract for which the Contractor, or its subcontractors, are subject to damages. If the Owner determines that the Contractor, or any of its subcontractors, are non-compliant, a monetary disincentive assessment of \$20 for every minimum apprentice hour not achieved, will be subtracted from monies otherwise owed to the Contractor. If no additional monies are owed, an invoice will be sent for remittance prior to the filing of the Notice of Completion with the state. In no event, will the disincentive assessment exceed 5% of the Total Contract Cost.

G. Additional Resource Information

1. Step-by-step instructions on how to access and navigate the L&I's PWIA system, including uploading required documents can be found on the L&I website.
2. Additional information about apprentice utilization on Public Works Project can be found on the L&I website.

1.3 ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder verbally. Every request for such interpretation should be in writing addressed to the Architect, and to be given consideration, must be received at least 7 days prior to date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Failure of any bidder to receive addenda shall not relieve any such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents. Approval of requested substitutions or proposed equals will be by Addenda as above.

1.4 PRODUCT SUBSTITUTIONS

- A. Substitutions: Bids must be based upon the specific articles and materials named in the Drawings and Specification. Substitution may be made only under the following conditions:
1. Prior to Bid Opening: Not less than ten calendar days prior to bid opening, prime bidders may submit to the Architect written requests for approval of articles or materials, accompanied by complete descriptions, technical data and samples. Approval or rejection of the proposed substitutions will be made by addenda issued to all bidders. Submit material / product requests as specified in Section 016000.
- B. After Award of Contract: Approval of substitution will be made only in exceptional cases where the Contractor submits satisfactory evidence to the Architect that through no fault of its own, specified or otherwise approved items cannot be obtained in time to avoid delay to the work. Approval in such cases shall conform to the other requirements above.

1.5 INTERPRETATIONS AND CORRECTIONS TO BIDDING DOCUMENTS

- A. Bidders and Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least three days prior to the date for receipt of Bids. Any interpretation, correction or change of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

1.6 FORM OF BID

- A. A Bid Form is attached to these Drawings and Specifications. Make Bid according to Form. Fill in all spaces. Bids shall not contain any recapitulation of work done. State numbers in writing and in figures. Completed form must be without interlineation, alteration or erasure. Signatures must be in longhand.

1.7 POWER OF ATTORNEY

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of the power of attorney.

1.8 ORAL AND TELEPHONIC BIDS

- A. Oral and telephonic modifications of bids cannot be considered.

1.9 SUBMISSION OF BID

- A. Enclose all items on Bid Submittal Checklist, Section 004393, in opaque sealed envelope. Address to: Skagit County Board of Commissioners. Particulars are in the Advertisement for Bid. Deliver in person or by post. Bidder is responsible for delivery of bid at or before the time set for bid opening. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The Owner reserves the right to reject any bid of the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.10 BID BOND

- A. Each bidder agrees to furnish a bid bond AIA Document A310 or a certified check amounting to five percent (5%) of the bid, included with its proposal. When left in escrow with the Owner its amount or penalty sum is the measure of damages which the Owner will sustain by the failure of the bidder to execute the Form of Agreement and furnish a 100 percent Performance and Payment Bond, AIA Document A312, and if the bidder fails to deliver said documents within 10 days after written notice, notice of the award of the contract to him, then the check shall become the property of the Owner or the Bid Bond shall remain in full effect. But if the bid is not accepted within 45 days after the time set for opening bids, or if the bidder delivers said contract and the bonds, then the check shall be returned to him, or the bid bond shall become void. The right is reserved to hold the bid bonds of the three lowest bidders until the award of the contract or for a period of 45 days, whichever is the shorter time. Bids of all unsuccessful bidders will be returned as soon as feasible after the bid opening.

1.11 WITHDRAWAL OF BIDS

- A. Any bidder may withdraw its bid either personally or by written request at any time prior to the hour set for the bid opening. No bid may be withdrawn or modified after the time set for opening unless and until the award of the contract is delayed for period exceeding (45) forty-five days.

1.12 TIME OF COMPLETION

- A. Bidder must agree to commence work within 60 days of contract execution, Substantially Complete the Work within (180) one hundred eighty consecutive calendar days from the date of execution and reach Final Completion of the Work within (60) sixty consecutive calendar days thereafter. Time is of the essence and contractor shall make every reasonable effort to adhere to the established schedule.

1.13 SECURITY FOR FAITHFUL PERFORMANCE

- A. Simultaneously with its delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of the Contract and for payment of all persons performing labor under the Contract and furnishing material or services in connection with the Contract as described in the Contract Documents. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, registered in the State of Washington, Insurance Commissioner's Office. List Bonding Agent and address of same.

1.14 CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY

- A. Vehicle Liability and Property Damage Insurance shall be furnished as required by the Supplementary General Conditions.

1.15 BUILDER'S RISK INSURANCE

- A. Property Damage Insurance shall be as required by the Bonds and Certificates Section 006100 and Supplementary General Conditions Section 007300.

1.16 LAWS AND REGULATIONS, PREVAILING WAGES

- A. The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. All persons or firms performing on public service or construction contracts shall submit to the State, in advance of the work of all trades, a completed Form SF 9882, "Statement of Intent to Pay Prevailing Wages," accompanied by the filing fees for each Statement (Statements are available at Offices of Washington State Department of Labor and Industries). Refer to Supplementary General Conditions for Prevailing Wage information applicable to this project required by law.

1.17 QUALIFICATIONS OF BIDDERS

- A. The Architect and / or the Owner may make such investigations as necessary to determine the ability of a Bidder to perform the work, and the Bidder shall furnish all such information and date as may be requested prior to bidding. The Owner reserves the right to reject any bid if the evidence submitted by, or if investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to perform the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted.
- B. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, when requested by the Owner, furnish the following information, which shall be sworn to under oath by him or by a properly authorized representative of the Bidder.
  - 1. The address and description of the Bidder's plan and place of business.
  - 2. The name and/or Articles of Co-Partnership or Incorporation.
  - 3. Itemized list of equipment available for use on the project.
  - 4. A certified or authenticated financial statement, dated within thirty (30) days prior to the opening of bids. The Owner may require that any items of such statements be further verified.
  - 5. A list of present contracts, including dollar values, percentage of completion and the names of all Owners involved.
  - 6. A statement regarding any past, present and pending litigation with an Owner.
  - 7. Such additional information as may be required that will satisfy the Owner that the Bidder is adequately prepared, in technical experience or otherwise, to fulfill the contract.
  - 8. Sufficient documentation to ensure that the Contractor is in compliance with the current Fair Employment Practice requirements of the Owner.

1.18 PRIOR TO AWARD OF BID THE OWNER SHALL VERIFY ALL ITEMS LISTED UNDER BIDDER'S RESPONSIBILITY CRITERIA. IF CRITERIA CANNOT BE VERIFIED BIDDER WILL BE DEEMED NON- RESPONSIVE.

A. POST-BID INFORMATION

- 1. The successful bidder shall submit to the Architect, within ten calendar days of the notifications of selection for award of the Contract, the following:
  - a. Statement of Cost for each major item of work or subcontract included in the Bid, equaling the total Contract award, and such other data as are required by the General Conditions, including Article 5.2.

1.19 LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws.

1.20 DEFINITIONS

- A. Bid Documents include the Instructions to Bidders, the Bid Form, and the contract Documents, including any Addenda.
- B. Contract Documents consist of the Owner-contractor Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after the execution of the Contract.
- C. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the Bidding Documents, including the drawings and specifications, by addition, deletion, clarification, or correction. Addenda issued prior to the receipt of Bids will be mailed, faxed, or delivered to each person or firm recorded by the Engineer as having received the Bid Documents.

1.21 AWARD OF THE CONTRACT(S) / REJECTION OF BIDS

- A. The Contract will be awarded to the responsible bidder(s) submitting the lowest proposal complying with the condition of the Advertisement for Bid and these contract documents provided the bid is reasonable and in the best interest of Skagit County. Items in this bid, approved for contract by the Board of Commissioners, shall be awarded by Skagit County.
- B. Skagit County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. Skagit County reserve the right to select all or individual alternate bid items whichever is determined to be in the best interest of the County.
- C. The bidder to whom the award is made will be notified at the earliest practicable date.

1.22 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its bid or bids:
  - 1. Evidence of collusion among Bidders.
  - 2. Lack of expertise as shown by past work and judged from the standpoint of workmanship and performance history.

3. Uncompleted work under other contracts which, in the judgment of the Skagit County, might hinder or prevent the prompt completion of additional work if awarded.
4. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.
5. Delinquent taxes due to State and Federal Government including: B&O, L&I, payroll, social security and Medicare.
6. Contractor's naming oneself as a Subcontractor for which they have no expertise and working knowledge directly within the firm.
7. Federal or State debarment from contracts.

END OF SECTION 002100



# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

SCCJC Physical Barriers  
Skagit County Community Justice Center  
201 Suzanne Lane, Mount Vernon, WA 98273, WA 98273

←→

←→

THE OWNER:

(Name, legal status and address)

Skagit County, a Municipal Corporation  
1800 Continental Place, Mount Vernon, WA 98273

←→←→

←→

THE ARCHITECT:

(Name, legal status and address)

DLR Group Inc., a Washington Corporation  
51 University Street, Ste 600, Seattle, WA 98101

←→←→

←→

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### ADDITIONS AND DELETIONS:

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

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

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

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, bid Specifications, the advertisement and/or invitation to bid, instructions to Bidders, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include ~~the advertisement or invitation to bid, Instructions to Bidders,~~ sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, or the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements or the Contractor's bid. Any inconsistency within the Specifications and Drawings and/or other Contract Documents shall be interpreted as requiring the stricter standard and greatest measure of performance of the Contractor.

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

The term "Work" means the 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.

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### ~~§ 1.1.8 Initial Decision Maker~~

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

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of any inconsistency or ambiguity in the Contract Documents, the higher quality, quantity or cost shall prevail and govern.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Execution of the Contract by the Contractor is a representation that the Contract Documents are sufficient to have enabled the Contractor to determine the Stipulated Sum therein, to enter into the Contract, and to accomplish the Work for an amount not in excess of the Stipulated Sum within the Contract Time provided for in the Contract Documents. The Contractor further represents and warrants that prior to execution of the Contract it has visited and examined the Project site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder affecting the same, including (1) the nature, location and character of the Project site, including all structures and obstructions thereon, both natural and man-made; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

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

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

§ 1.5.1 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 material or equipment 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 this~~ Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, ~~subject to any protocols established pursuant to Sections 1.7 and 1.8~~, solely and exclusively for execution of the Work. 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to ~~the this~~ Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

~~§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to~~

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

~~§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.~~

### ~~§ 1.7 Digital Data Use and Transmission of Data in Digital Form~~

~~The parties shall agree upon protocols governing the transmission and use of~~ If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

### ~~§ 1.8 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have ~~express~~ limited authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

#### ~~§ 2.2~~ [Reserved]

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

~~§ 2.3.1~~ **§ 2.2.3** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

~~§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.~~

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

~~§ 2.3.4 The Owner shall furnish~~ **§ 2.2.4** The Owner shall furnish available and known surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work of the Project.

~~§ 2.3.5~~ **§ 2.2.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

~~§ 2.3.6~~ **§ 2.2.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.34 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out 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 has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.45 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct ~~such default or neglect. 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 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor~~ the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. ~~If current and future payments~~ Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts,



the Contractor shall pay the difference to the Owner. ~~If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~

## ARTICLE 3 CONTRACTOR

### § 3.1 General

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

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

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

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section ~~2.3.4~~ 2.2.3, 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 and Owner may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall ~~submit~~ make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, ~~subject to Section 15.1.7,~~ as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, 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 evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall propose alternative- and shall not proceed with that portion of the Work without

further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall perform such detailed examination, inspection and quality surveillance of the Work so as to ensure that the Work is progressing satisfactorily and being completed in strict accordance with the Contract Documents.

### § 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work ~~approved by the Architect in accordance with Section 3.12.8 or ordered~~ authorized by the Architect in accordance with Section Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 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 properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner ~~and Architect~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be performed in a skillful and workmanlike manner. Contractor further warrants that from one (1) year from Substantial Completion, the Work will be free from defects, except for those inherent in the quality of the Work that the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved or authorized, may be considered defective. When applicable, manufacturer product and supplier warranties are over and above the one (1) year warranty, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed or supervised by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the ~~Architect~~ Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Warranties in the Contract Documents shall survive completion, acceptance, final payment and termination (if applicable). The provisions of this Section 3.5.1 shall be applicable only to a claim for breach of this warranty which is delivered by Owner to Contractor in writing within one (1) year following Substantial Completion of the Work. Owner and Contractor shall collectively perform a Warranty Review walk through of the Project eleven (11) months following Substantial Completion and mutually agree upon a list of open items of Work which need to be completed.

§ 3.5.2 ~~All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. The Contractor shall secure, assign if requested and furnish directly to the Owner all written warranties required by the Contract Documents, first executed by the applicable Subcontractor and those suppliers and manufacturers furnishing materials for the Work, which shall extend to the Owner all rights, claims, benefits and~~

interests that the Contractor may have under express or implied warranties or guarantees against the Subcontractor, supplier or manufacturer for defective or non-conforming Work. Prior to furnishing Owner with written guarantees and warranties, the Contractor shall provide copies to the Architect for review.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use, business and occupation, income and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Contractor shall also be solely responsible for paying for any tariffs imposed by any government entity.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Contract and Subcontractor, as applicable, shall secure all necessary trade permits.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall coordinate and schedule all Work with permitting agencies and shall keep the Owner informed of all communications with these authorities.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~7 days after first observance of the conditions. Failure to timely provide written notice shall constitute a waiver of any concealed or unknown conditions claim. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may ~~submit a Claim~~proceed as provided in Article 15.

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,



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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Owner shall have the right to approve the superintendent and project manager.

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

§ 3.9.3 The Contractor shall not employ a proposed superintendent or project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals 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.

§ 3.10.2 The Contractor shall prepare a submittal schedule, consistent with the Contract Documents, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit ~~a submittal schedule~~ the schedule(s) for the Architect's and Owner's approval. The Architect's approval shall not ~~be~~ unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, ~~or fails to provide submittals in accordance with the approved submittal schedule,~~ the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

### § 3.11 Documents and Samples at the Site

The Contractor shall ~~make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders~~ and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and ~~the one copy of~~ approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be ~~in electronic form or paper copy,~~ available to the Architect and ~~Owner,~~

~~and shall be~~ delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate ~~how the way by which~~ the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall create a submittal schedule and review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve, ~~in writing~~ and submit to the Architect, ~~and Owner~~ Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect and Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of ~~Separate Contractors~~ separate contractors. At the time of submission, the Contractor shall inform the Architect and Owner in writing of any deviations on the Shop Drawings, Product Data or samples from the requirements of the Contract Documents. The Contractor shall keep accurate and current records of the receipt, review and delivery of all submittals.

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and or rubbish caused by operations under the Contract as provided for in the Specifications. Contractor shall not interfere with Owner's ongoing business activities. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such 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 the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the such loss unless the such information is promptly furnished to the Architect.

### § 3.18 Indemnification

~~§ 3.18.1 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 that would otherwise exist as to a party or person described in this Section 3.18.~~

See AIA A101-2017, Article 8.7.

~~§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 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 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

## ARTICLE 4 ARCHITECT

### § 4.1 General

~~§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.~~ The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

### § 4.2 Administration of the Contract

**§ 4.2.1** 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. The Architect is not authorized to change the Stipulated Sum or Contract Time.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with 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 the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and ~~promptly~~ report to the Owner (1) known deviations from the Contract Documents, ~~(2) known deviations~~ and from the most recent construction schedule submitted by the Contractor, and ~~(32)~~ 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.



#### § 4.2.4 Communications Facilitating Contract Administration

~~The Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized.~~ The Owner and Contractor shall ~~include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project.~~ endeavor to communicate with each other and the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with ~~Separate Contractors~~separate contactors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations 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.

§ 4.2.6 The Architect ~~has and Owner have~~ authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect and Owner will have authority to require inspection or testing of the Work in accordance with Sections ~~13.4.2-13.5.2~~ and ~~13.4.3-13.5.3~~, whether or not ~~the such~~ Work is fabricated, installed or completed. However, neither this authority of the Architect and Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect and Owner 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's and Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's and Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project/project representatives to assist in carrying out the Architect's responsibilities at the site. ~~The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.~~

§ 4.2.11 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's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 ~~Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations~~

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. [Reserved]

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

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

§ 4.2.15 All communication between the Architect and Contractor will be copied to the Owner.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall ~~notify-furnish in writing to~~ the Owner ~~and through the Architect of the~~ names of persons or entities ~~proposed for each principal portion of the Work,~~ (including those who are to furnish materials or equipment fabricated to a special design. ~~Within 14 days of receipt of the information, the Architect may notify the Contractor~~) proposed for each principal portion of the Work. The Architect and Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect (+) has reasonable objection to any such proposed person or entity or (2) that the Architect or Owner requires additional time for review. Failure of the Owner or Architect to provide notice-reply within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. 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. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity ~~for one~~ previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect.

Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier.

#### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 ~~The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements.~~ The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and ~~with Separate Contractors retained to award separate contracts in connection with other portions of the Project or other construction or operations on the site~~ under Conditions of the Contract identical or substantially similar to those of this Contract, these including those ~~provisions of the Conditions of the Contract~~ portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate

Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## § 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a ~~Separate Contractor~~ separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a ~~Separate Contractor's~~ separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

## § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

§ 7.1.4 Before effectuating a Change in the Work, the Contractor shall propose the amount of change in the Contract Sum, if any, and the extent of change in the Contract Time, if any, arising from the proposed Change in the Work. The Contractor shall promptly submit its responsive proposal and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change as well as provide supporting back-up information.



## § 7.2 Change Orders

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

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

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section ~~7.3.4~~ 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Owner within seven (7) days of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Without such timely written response, the Contractor shall conclusively be deemed to have accepted Owner's adjustment.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the ~~method and the~~ adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section ~~7.3.7~~ shall be limited to the following:

- .1 Costs of labor, including ~~applicable payroll taxes~~ social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance; ~~and other employee costs approved by the Architect;~~
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the ~~change~~ Work; and

.5 ~~Costs~~ Additional costs of supervision and field office personnel directly attributable to the change.

~~§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.~~

~~§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.~~

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### § 7.4 Minor Changes in the Work

The Architect ~~may and the Owner has authority to~~ order minor changes in the Work ~~that are consistent with the intent of the Contract Documents and do not involve an~~ not involving adjustment in ~~the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. 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. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect or the Owner and shall be binding on the Owner and Contractor. The Contractor shall promptly carry out such written orders.~~

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date ~~certified by the Architect in accordance with~~ established in Section 9.8.

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

## § 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Work-site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within the time specified in the Contract Documents.

## § 8.3 Delays and Extensions of Time

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

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. The Contractor is entitled to a change, to the extent permitted by the Contract Documents, in the Contract Time and Contract Sum if the delay was caused by the Owner, the Owner's Consultants or the Architect, or anyone acting on behalf of them. The Contractor is not entitled to an increase in the Contract Time or in the Contract Sum if the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them. The Contractor is only entitled to a change in Contract Time and no additional compensation, if the delay was not caused by the Owner, the Owner's Consultants, the Architect, or anyone acting on behalf of them and not caused by the Contractor, including Subcontractors of any tier and anyone acting on behalf of them.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

~~§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.~~

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum ~~or Guaranteed Maximum Price~~, the Contractor shall submit ~~a schedule of values~~ to the Architect and Owner, before the first Application for Payment, a schedule of values

allocating the entire Contract Sum to the various portions of the Work. ~~The schedule of values shall be and prepared in the such form, and supported by the such data to substantiate its accuracy, required by as the Architect and Owner may require.~~ This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. ~~Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~

### § 9.3 Applications for Payment

§ 9.3.1 ~~Progress payments will be made monthly for Work duly certified, approved and performed during the period preceding the Application in accordance with the Contract Documents.~~ 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 9.2, for completed portions of the Work. ~~The Such~~ application shall be notarized, if required, and supported by ~~all such~~ data substantiating the Contractor's right to payment ~~that as~~ the Owner or Architect ~~require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents may require.~~

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 No payment request involving Subcontractor costs shall include amounts the Contractor does not intend to promptly pay its Subcontractor.

§ 9.3.1.4 Contractor shall submit Certified Payroll for every contractor, subcontractor, and hourly employee via the Labor and Industries (L&I) Prevailing Wage Intents and Affidavit (PWIA) system no less than once a month and no later than ten calendar days after submitting an Application for payment. The Certified Payroll will be referenced to monitor apprenticeship utilization rates and status toward meeting any Apprenticeship Utilization Requirements.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities ~~that making a claim by reason of having~~ provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment ~~in the full amount of the Application for Payment,~~ with a copy to the Contractor; ~~or (2) issue to the Owner a Certificate for Payment,~~ for such amount as the Architect determines is properly due, ~~and or~~ notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in ~~part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole whole or in part~~ as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in comprising the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, ~~and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~ The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## § 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a ~~Separate Contractor~~ 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.

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

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

~~§ 9.5.4~~ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or ~~supplier material or equipment suppliers~~ to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the ~~Contractor shall~~ Architect will reflect such payment on ~~its the~~ next ~~Application Certificate~~ for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 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.

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

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

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

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

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

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

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's timely Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, ~~the amount certified by the Architect or awarded by binding dispute resolution~~ the undisputed amount due and owing to the Contractor, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of ~~shutdown~~ shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any

item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If the Owner determines that the Work is not substantially complete, the Contractor shall expeditiously complete the Work and pay for all costs associated with the re-inspection.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and shall 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.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in ~~the such~~ Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to ~~the such~~ 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.

**§ 9.8.6** Contractor shall prepare, monitor and cause to be completed, all punch lists and report weekly to the Owner on outstanding punch list items.

## **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

## **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** The Contractor shall cause punch list items to be completed within sixty (60) days of Substantial Completion. If the Contractor fails to correct the deficiencies within the time period required, the Owner may, upon seven (7) days' notice to Contractor, take over and perform the punch list items and deduct the actual costs from the Cost of the Work. Upon receipt of the Contractor's written 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. ~~When, 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 terms and conditions of 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 listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and ~~(5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and~~ (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, ~~claim, security interest, or encumbrance~~. If a such lien, ~~claim, security interest, or encumbrance~~ remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the such lien, ~~claim, security interest, or encumbrance~~, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, ~~corrected~~, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of ~~the~~ surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of ~~Claims~~ claims.

§ 9.10.4 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; or
- .3 terms of special warranties required by the Contract Documents; ~~or, 4 audits performed by the Owner, if permitted by~~ including warranties as provided in the Contract Documents, ~~after final payment~~.

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

§ 9.10.6 The execution of a Change Order shall constitute a waiver of all claims by the Contractor arising out of the Work, except as specifically described in the Change Order.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

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

- .1 employees on 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~~ or the Contractor's Subcontractors or Sub-subcontractors; 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.



§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall ~~implement, erect, and maintain~~, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; ~~promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.~~

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of ~~the-such~~ injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall exercise reasonable precautions to protect the Work from damage, weather, deterioration, theft, vandalism and malicious mischief. The Contractor shall bear the risk of any losses that are uninsured as a result of the Contractor's failure to procure insurance required under the Agreement to the extent the above-mentioned losses are not covered by the Contractor's insurance. For any deductible amounts, Contractor is responsible to pay for the deductible amount.

#### § 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of ~~the-such~~ material or substance or who are to perform the task of removal or safe containment of ~~the-such~~ material or substance. The Contractor and

the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased ~~by~~ in the amount of the Contractor's reasonable additional costs of ~~shutdown~~ shut-down, delay, and start-up.

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

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

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

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

## § 10.4 Emergencies

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

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Liability Insurance ~~and Bonds~~

§ 11.1.1 ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

§ 11.1.2 ~~The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~

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

§ 11.1.4 ~~Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by~~

the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable to:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed and as required by law;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** The insurance required by Section 11.1.1 shall, at a minimum, include the following:

- .1 Commercial general liability (including premises/operations; bodily injury (including coverage for death and mental anguish); products and completed operations; personal injury; allowance for cross liability and severability of interest; broad form property damage (including coverage for explosion, collapse, and underground property damage); ) with coverage in a combined single limit in the minimum amount of \$1,000,000 per occurrence per project and \$2,000,000 in the annual aggregate per project, \$1,000,000 products and completed operations per occurrence and \$1,000,000 personal and advertising injury per occurrence; coverage shall contain no exclusion or restriction for residential development or construction; and defense costs shall be outside of the policy limits;
- .2 Products and completed operations coverage to be maintained for the greater of the statute of repose and/or limitations or six (6) years after Substantial Completion;
- .3 Worker's compensation coverage as required by law, with employer's liability coverage in the amount of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease including death at any time resulting therefrom and \$1,000,000 each employee for bodily injury by disease including death at any time resulting therefrom;
- .4 Business Auto Liability for all operations of Contractor's owned, hired, leased, and non-owned vehicles in limits not less than \$1,000,000 Combined Single Limit;
- .5 ~~Umbrella and Excess Liability coverage in limits not less than \$95,000,000 per project per occurrence, excess of all primary coverage on Commercial General Liability, Auto Liability, Employee Benefits Liability and Employer Liability limits with such coverage being on a follow form basis and not more restrictive than underlying insurance; and~~
- .6 ~~If~~For any design/ or build work is to be performed by the Contractor's subcontractors or consultants, the Contractor shall cause to be maintained by the appropriate subcontractor or consultant Professional Liability Insurance in the following amount and coverages:

- a) Professional Liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Subcontractor or any entity for which the Subcontractor is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations by such subcontractor.
- b) Such insurance shall be in an amount of not less than \$31,000,000 per Claim and \$32,000,000 Annual Aggregate placed with an insurer with an AM Best rating no less than A- VIII.
- c) The policy shall be effective from the date of commencement of all professional services in connection with the fulfillment of all contract obligations by such subcontractor. The retroactive date in the current and future policies shall be prior to the commencement of all professional services. Coverage shall be maintained for a period not less than 36 months or the period of time Subcontractor may be held legally liable for its work, (whichever is longer) following the completion of the work; or an extended reporting period shall be purchased of 36 months or the period of time Subcontractor may be held legally liable for its work, (whichever is longer) following completion of the work
- d) Coverages shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns.

.7 Contractor shall be required to maintain Professional Liability insurance in the amount of \$51,000,000, or limits carried, whichever is greater and continuing in force by renewal or by an extended reporting provision for not less than six (6) years after completion of the Project or the statute of repose, whichever is greater. This coverage form shall be "claims made" form. The policy shall not contain any exclusions or restrictions for residential development or any exclusion or limitation applicable to work or operations of the type contemplated by this Agreement.

~~.8 Contractors Pollution Legal Liability coverage for bodily, property damage and environmental damage and claims expenses arising at or emanating from the Project arising from all contracted operations performed on behalf of the Owner. Coverage shall include sudden and completed operations coverage for a period of six years after Substantial Completion. The minimum limits required are \$15,000,000 each occurrence and \$15,000,000 Aggregate. Any deductibles above \$10,000 must be approved by Owner, such approval will not be unreasonably withheld.~~

§ 11.1.3 The policies furnished by the Contractor in compliance with this Article 11, 11.1.2, 11.1.2.2 and 11.1.2.5 shall be primary insurance to any other liability insurance of the Owner and shall not be contributing with any coverage carried by the Owner. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Owner Parties, including but not limited to the Owner, Owner Representative, and ~~DLR Group~~ (collectively the "Owner Parties") shall be designated as additional insureds on the policies required pursuant to Section 11.1.2.1, 11.1.2.2, 11.1.2.4, and 11.1.2.5 above. The additional insured endorsement(s), by which the Owner Parties are designated as additional insureds for the commercial general liability/products and completed operations policies, shall be issued on form CG2010 1185 (pre-1996) or its equivalent and shall use the following verbiage: Skagit County, its elected officials, officers and employees are named as additional insured. The Contractor shall deliver originals of such additional insured endorsements to the Owner concurrently with its delivery of certificates of insurance for those policies. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Owner's consultants, 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 during the Contractor's completed operations.

§ 11.1.5 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and shall remain in force for the



benefit of the Owner for claims arising out of the Work under this Contract for at least 72 months after Final Completion, or in the case of products and completed operations, professional liability, and contractor's pollution liability for such longer periods specified above. In addition, General Contractor hereby waives, and shall cause all subcontractors, sub-subcontractors, agents and employees to waive all causes of action or claims they may have against the Additional Insureds and shall have all such policies appropriately endorsed with waiver of subrogation endorsements, to the extent such endorsements are available on commercially reasonable terms.

§ 11.1.6 All insurance coverages required under this Article 11 shall be written with insurance companies having Best's rating of A-: VIII or better. Each policy shall contain all applicable conditions, definitions, exclusions and endorsements related to this Project as are generally considered to be industry standard for projects of this scope and scale in the greater metropolitan area in which the Project is located.

§ 11.1.7 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Article 11 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted on an annual basis, until such time that the 6-year requirement has been met. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.8 Contractor shall require Subcontractors of every tier to comply with the insurance requirements set forth in Article 11 above, except the limits shall be as follows:

- .1 Commercial general liability (including premises/operations; bodily injury (including coverage for death and mental anguish); products and completed operations; personal injury; allowance for cross liability and severability of interest; broad form property damage (including coverage for explosion, collapse, and underground property damage); ) with coverage in a combined single limit in the minimum amount of \$1,000,000 per occurrence per project and \$2,000,000 in the annual aggregate per project, \$1,000,000 products and completed operations per occurrence, and \$1,000,000 personal and advertising injury; coverage shall contain no exclusion or restriction for residential development or construction; and defense costs shall be outside of the policy limits;
- .2 Products and completed operations coverage to be maintained for the greater of the statute of repose and/or limitations or six (6) years after Substantial Completion;
- .3 Worker's compensation coverage as required by law, with employer's liability coverage in the amount of at least \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease including death at any time resulting therefrom and \$1,000,000 each employee for bodily injury by disease including death at any time resulting therefrom;
- .4 Business Auto Liability for all operations of Subcontractor's owned, leased, hired, and non-owned vehicles in limits not less than \$1,000,000 Combined Single Limit;
- .5 For any design/build work performed by the Subcontractor, the Subcontractor shall maintain Professional Liability Insurance in the amount and coverages specified in Section 11-1.2.6 of these General Conditions.

Contractor shall provide written notice to Owner if a prospective subcontractor's standard insurance does not meet these requirements. Contractor shall meet with Owner to review the cost of supplementing a proposed subcontractor's insurance to meet these requirements and any additional requirements that the Project lender may impose to determine whether the proposed subcontractor's insurance should be supplemented.

General Contractor or any subcontractor may satisfy the required Commercial General Liability and Excess Liability through participation in a project specific or owner controlled insurance policy, if applicable, provided the insurance coverage under such program is consistent with the requirements set forth within this Agreement. Notwithstanding the foregoing, General Contractor and any subcontractors must maintain at all times separate general liability coverage to support their indemnification obligations as well as for any offsite liability.

§ 11.1.9 Owner at anytime before or during the Project may require Contractor, or any of Contractor's Subcontractors of any tier to obtain additional insurance coverage at Owner's sole cost.

## § 11.2 Owner's Insurance

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

## § 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance by Owner or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project and all shall be included as insureds, with Owner as first named insured and representing all other insureds.

§ 11.3.1.1 Builder's risk insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse. Property insurance shall also include coverage for portions of project Work while offsite or in transit, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss, and coverage may be sublimited. All-risk subject to standard policy limitations and exclusions.

~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall~~ § 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain then affect insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and, If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance as described above, without so notifying the Contractor in writing, then, the Owner shall reimburse the Contractor for bear all reasonable costs and damages properly attributable thereto.

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

## § 11.3 Waivers of Subrogation

~~§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, 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 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **~~§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance~~**

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

#### **~~§ 11.5 Adjustment and Settlement of Insured Loss~~**

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles except Contractor shall be responsible for deductibles for losses resulting from Contractor's or Subcontractor's negligence.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### **§ 11.3.2 [Reserved]**

**§ 11.3.3** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the builder's risk insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.4** Owner shall provide Contractor with a certificate of insurance, and upon written request by Contractor, the Owner shall file with the Contractor a copy of each Builder's Risk policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**~~§ 11.5.1~~ § 11.3.5** A loss insured under the Owner's Builder's Risk property insurance ~~required by the Agreement~~ shall be adjusted by the Owner as ~~fiduciary~~ representative for the insureds and made payable to the Owner as ~~fiduciary~~ representative for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section ~~11.5.2~~ 11.3.10. The ~~Owner shall pay the Architect and~~ Contractor shall pay Subcontractors their just shares of insurance proceeds received by the ~~Owner~~ Contractor, and by appropriate agreements ~~the Architect and Contractor shall~~, written where legally required for validity, shall require Subcontractors to make payments to their ~~consultants and Subcontractors~~ Sub-Subcontractors in similar manner.

~~§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

§ 11.3.6 The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.7 The Owner as representative for the insureds shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as representative for the insureds shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 Performance Bond And Payment Bond

Contractor is required to furnish bonds covering full performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect or Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, ~~the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate.~~ costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, ~~the such~~ costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or Owner 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 Owner's or Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.



### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of ~~any 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 written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section ~~2-5~~2.4.

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

§ 12.2.2.3 The one-year period for correction of Work shall ~~not~~ be extended by for an additional one year period for corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

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

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other consent of which shall not unreasonably be withheld. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

### § 13.3 [Reserved]

### § 13.4 Rights and Remedies

~~§ 13.3.1-13.4.1~~ Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

~~§ 13.3.2-13.4.2~~ No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach ~~thereunder~~there under, except as may be specifically agreed ~~upon~~ in writing.

### § 13.4-13.5 Tests and Inspections

~~§ 13.4.1-13.5.1~~ Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. 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 and Owner 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 (1) 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, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations so require prohibit the Owner from delegating their cost to the Contractor.~~

~~§ 13.4.2-13.5.2~~ If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section ~~13.4.1-13.5.1~~, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section ~~13.4.3-13.5.3~~, shall be at the Owner's expense.

~~§ 13.4.3-13.5.3~~ If ~~such~~ procedures for testing, inspection, or approval under Sections ~~13.4.1-13.5.1~~ and ~~13.4.2-13.5.2~~ reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

~~§ 13.4.4-13.5.4~~ Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

~~§ 13.4.5-13.5.5~~ If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

~~§ 13.4.6-13.5.6~~ Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5-13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at ~~the such~~ rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.7 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, ~~or a Subcontractor, a Sub-subcontractor, or~~ their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as including reasonable overhead and profit ~~on Work not executed~~, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, ~~or a Subcontractor, a Sub-subcontractor, or~~ their agents or employees or any other persons ~~or entities~~ performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 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 or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors ~~or suppliers~~;
- .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.

§ 14.2.2 When any of the above reasons ~~described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action~~ exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

### § 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption ~~under as described in~~ Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; ~~or~~
- .2 that an equitable adjustment is made or denied under another provision of the Contract; or
- .3 the suspension, delay or interruption was the result of Contractor's deficient or non-compliance of the Work.

### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the ~~Owner shall pay the~~ Contractor shall only be entitled to receive payment for Work properly executed, and costs incurred by reason of ~~the such~~ termination, ~~including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, ~~a change in the Contract Time~~ extension of time, or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with~~ Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor the Contractor's response to a Change Order proposal, nor a notice of a potential or future Claim shall constitute a Claim ~~the Contract Documents.~~

#### § 15.1.2 ~~Time Limits on Claims~~

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~

### **§ 15.1.3 Notice of Claims**

~~§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

Claims by Contractor must be initiated in writing within the time specified in Section 15.2.2, and include the information and substantiation required by the Contract Documents with a copy sent to the Architect.

~~§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.~~

### **§ 15.1.4 Continuing Contract Performance**

~~§ 15.1.4.1~~ Pending final resolution of a Claim, including the dispute resolution process, and except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and maintain the Contractor's Construction Schedule, and the Owner shall continue to make payments of undisputed amounts in accordance with the Contract Documents.

~~§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided ~~in Section 15.1.3 herein~~ shall be given before proceeding to execute the ~~portion of the Work that is the subject of the Claim~~ Work, and a written notice and a written Claim must be made in strict accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect or Owner's Consultants, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a disputed change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. Prior written notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### **§ 15.1.5 Claims for Additional Time**

~~§ 15.1.6.1~~ § 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.3 herein shall be given and a written Claim as specified in Article 15 shall be submitted. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

~~§ 15.1.6.2~~ § 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time (based on the historic climatic data), such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the ~~scheduled construction~~ critical path of the Construction Schedule, and that the adverse weather conditions would have caused the delay whether or not the Work was on schedule. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only if the Contractor can substantiate that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale of the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work indicated on the Contractor's approved Construction Schedule. If the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Final Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data including float, and the Owner grants the Contractor a time extension, the Contract Time will be adjusted (as Contractor's sole remedy) by the corresponding number of calendar days indicated on the critical path of the Contractor's approved Construction Schedule.



#### **§ ~~15.1.7~~ 15.1.6 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 only includes

- .1 damages incurred by the Owner for ~~rental expenses, for losses of use, income, profit, loss of~~ financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal and home office overhead and expenses including but not limited to the compensation of personnel stationed there, for losses of financing, business and reputation, and for losses on other projects, for interest or financing costs, 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 14 but is not applicable to consequential damages based on Contractor's indemnification and defense obligation provided in the Agreement or otherwise covered by any applicable insurance. Nothing contained in this Section ~~15.1.7~~ 15.1.6 shall be deemed to preclude ~~assessment an award~~ of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### **§ 15.2 ~~Initial Decision~~ Resolution of Claims and Disputes**

**§ 15.2.1** In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise.

**§ 15.2.2** Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any Claim to the Owner within seven (7) days after the occurrence of the event giving rise to such Claim. The notice shall include a clear description of the event leading to or causing the Claim. For all Claims, the Contractor shall submit a written Claim as provided herein within thirty (30) days of submitting the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information referenced in Section 8.3.2) and shall provide all data supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Contract Documents. Failure to properly submit the notice or Claim shall constitute waiver of the Claim or substantiate a Claim. The Claim shall be deemed to include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled. Any claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor who shall certify the Claim under penalty of perjury as true and accurate. For the purposes of calculating such time periods, an "event giving rise to a Claim," among other things, is not a Request for Information but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time.

**§ 15.2.3 Notice and Claims.** All notices and Claims shall be made in writing as required by the Contract. Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission, or knowledge, actual or constructive, of the Owner, the Owner's Consultants, the Owner's separate contractors, or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver approved by the Owner. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal waiver approved by the Owner. Failing to strictly follow the notice and claim requirements contained herein shall constitute a complete waiver and release of Contractor's claim.

~~**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the~~

Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

~~§ 15.2.2~~ The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

~~§ 15.2.3~~ In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

~~§ 15.2.4~~ If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

~~§ 15.2.5~~ The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

~~§ 15.2.6~~ Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

~~§ 15.2.6.1~~ Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

~~§ 15.2.7~~~~15.2.4~~ In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

~~§ 15.2.8~~~~15.2.5~~ If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## § 15.3 Mediation

~~§ 15.3.1~~ Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived ~~as provided for in Sections 9.10.4, 9.10.5, and 15.1.7,~~ shall be subject to mediation as a condition precedent to the initiation of binding dispute resolution. This requirement cannot be waived except by an explicit written waiver signed by both parties.

~~§ 15.3.2~~ ~~[Reserved]~~ ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in~~

such event, mediation 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 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

## **§ 15.4 Arbitration**

~~§ 15.4.1 See Article 6.2 of the AIA A101-2017. The method for binding dispute resolution shall be litigation. If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

### **§ 15.4.4 Consolidation or Joinder**

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~



SECTION 002101 - APPRENTICESHIP UTILIZATION GOOD FAITH EFFORT DOCUMENTATION

Project: \_\_\_\_\_ Date: \_\_\_\_\_

Prime: \_\_\_\_\_

Prepared By (print name and title): \_\_\_\_\_

***Requested apprentice utilization percentage (goal adjustment):*** \_\_\_\_\_

**Contractor Statement**

An adjustment to the apprentice utilization requirements for the above-named project is hereby requested. All contractors and subcontractors on the project understand the requirements, have performed the following documented good faith efforts, and have confirmed that the required apprentice utilization hours will not be able to be achieved for the ***following rationale.*** \_\_\_\_\_(initial)

**Rationale. Check all that apply.**

- ☐ Demonstrated lack of availability of apprentices (regionally or by trade). [list trades]
- ☐ State approved apprentice programs unavailable for the specific work type.
- ☐ Conflicting Federal Training Requirement.
- ☐ Apprentice to Journeymen Ratios and Lack of Available Hours - Not enough hours available on the job to accommodate the ratio, supervision, or work process required.
- ☐ Apprentice(s) Graduate During Project.
- ☐ Work Too Technical or Prescriptive Warranty Work - Warranty or specialty work requirements unable to accommodate apprentices.
- ☐ Disproportionately high ratio of material/product/equipment cost to labor.
- ☐ Funding requires federal, native American, or other employee training program that conflicts with Washington State apprentice utilization requirements.
- ☐ Other (see below): \_\_\_\_\_(fill in)

***Supporting documentation must be attached to substantiate the request. Check all that apply and attach.***

- ☐ Emails, letters, or similar **communication with appropriate state apprenticeship program** confirming the assessment or denying apprentices or similar. Include, dates, time, responses, names, titles, and similar information.
- ☐ **Manufacturer letter** or email statement of equipment, material, or product that substantiates the cost and/or the specialty nature of the item and the requirement for certified/specific installers or similar.
- ☐ **Specification section**, funding requirement, or similar precluding or hindering state apprentice utilization requirements.
- ☐ Other: \_\_\_\_\_(fill in)

**Attach a revised Apprentice Utilization Plan showing where adjustments are requested.**

Plan Reviewed by: \_\_\_\_\_  
County Staff Name / Title Date

Apprentice Plan Approved: Yes ☐ No ☐

**APPRENTICESHIP UTILIZATION GOOD FAITH EFFORT (GFE) & GOAL ADJUSTMENT  
REQUEST: DOCUMENTATION AND PROCESSING GUIDANCE**

***Must be submitted with an updated Apprentice Utilization Plan.***

The Contractor, and trade subcontractors, must demonstrate that they have exercised “best efforts” to recruit apprentices and were still unable to meet the goal. ***One or more of the following*** rationales apply and are evidenced in this request.

GFE documentation must be submitted to Skagit County as soon as it is known that the apprenticeship requirement cannot be met. Waiting until completion or near completion of the project to submit information is not acceptable; time is of the essence.

Skagit County, in its sole discretion, will review the Contractor’s good faith documentation to determine that:

1. The situation/s documented by the contractor represent a legitimate Good Faith Efforts, and
2. The shortfall in apprentice participation is attributable to the situation/s documented by the contractor in the GFE.

**ACCEPTABLE GOOD FAITH EFFORTS**

☐ **NO APPRENTICES AVAILABLE:** The contractor **will document** their prior participation or contact with State-approved apprenticeship training program/s (such as a letter from the program/s or a copy of their current agreement with the program/s); their contacts with the apprenticeship program/s (such as copies of e-mails or letters requesting apprentices and the response from the program/s stating by letter or e-mail that no apprentices are available). On longer duration jobs it is expected the contractor document continued contact with the program/s as the project progresses.

☐ **NO APPRENTICESHIP PROGRAM:** In situations where a **large portion of work** on a project is in an occupation without a State-approved apprenticeship program, the contractor must document the fact that there is no State-approved apprenticeship program, (such as a letter from L&I or the Washington State Apprentice Training Council, a printout of the programs on L&I’s website or documentation from approved training programs that apprentice training for that specific ***occupation is not available***).

☐ **CONFLICTING FEDERAL TRAINING REQUIREMENT:** Federal training requirements take precedence over the State apprenticeship requirement. The contractor must submit documentation demonstrating that Federal requirements are solely responsible for the relief being sought.

☐ **APPRENTICE TO JOURNEYMEN RATIOS AND LACK OF AVAILABLE HOURS:** A contractor can document the ratio of journey level to apprentice worker limitations, hours in the job, and total crew size on the project makes it impossible to meet apprenticeship requirements. The contractor must submit documentation of their workforce by each occupation that can be apprenticed, total crew size, supervision level required and the number of apprentices that could be utilized on the project in order to

demonstrate that the requirement cannot be met.

☐ **APPRENTICE/S GRADUATE DURING PROJECT:** If an apprentice graduates during a project, a Contractor can submit documentation from the apprentice program and evidence of change in worker status.

Estimated hours on the project would not change overall only the apprentice utilization percentage.

☐ **WORK TOO TECHNICAL OR PRESCRIPTIVE WARRANTY WORK:** Work performed used on the project is too critical or technical to be performed by apprentices, even when working under the supervision of a journey level worker. In these circumstances, the contractor must document the critical or technical aspect of the work or equipment by demonstrating how rare/uncommon it is, how few employees are sufficiently skilled to perform or operate the work/equipment, any special training needed to do so, and why it would not be reasonable to provide an apprentice the required training. ***The contractor must also document the portion of the total project hours involved performing this work or operating equipment.*** Any further documentation of concurrence from an approved apprenticeship program could supplement a waiver request. Further, if work by an apprentice will compromise or void the warranty provided by a manufacturer or surety, a contractor should provide a letter or communication from the 3<sup>rd</sup> party responsible for warranty or underwriting.

☐ **ADDED OR DELETED APPRENTICE WORK:** If the Owner has made a significant change to the contract that alters the contractor's plan for achieving the apprenticeship requirement, the contractor is encouraged to make reasonable attempts to meet the requirement a different way. The contractor should document the change in total labor hours based on the change to the contract by occupation and demonstrate the effect on apprentice hiring needs as compared to the original utilization plan and efforts made to acquire the additional apprentices.

☐ **APPRENTICE WORK CONDITION ISSUES:** If for any reason the contractor has a difficult time finding apprentices that will work on their project due to specific issues (night work, short shifts, irregular work) or an apprentice quits (drops out of program completely or finds a different opportunity) a time lag in getting a new apprentice on site may be a legitimate GFE reason. The contractor will document the date the apprentice began work, the duration of their work, when they quit, when the contractor called the apprentice program or began hiring a new apprentice and when the replacement apprentice arrived at the job site.

☐ **SMALL OR ESTABLISHED WORKFORCE:** It is not the intent of apprentice utilization requirements for contractor(s) to have to lay off journeymen or recently graduated apprentices to hire apprentices. In a small or established workforce with little turnover, apprentice opportunities may not exist. This can be a legitimate GFE reason if the contractor can demonstrate that when hiring opportunities do occur, they hire apprentices in State-approved training programs. The contractor must submit evidence showing the individuals on the crew for the project, their duration of employment, if they were hired as apprentices, and whether or not they graduated from a State-approved program. The contractor should also submit a list of recent hires companywide and whether or not they are/were apprentices in a State-approved apprenticeship program.

☐ **CLASSROOM TRAINING:** Apprentices must complete a certain amount of classroom training each year. Depending on the program, training could last up to two months. The training could be one

continuous period or spread out. If an apprentice must leave the project to attend classroom training, the Owner may consider a reduction in apprentice utilization hours. The contractor must document the number of hours missed by the apprentice due to classroom training. (This is not the number of classroom training hours, but the number of hours they would have been on the job had they not been in classroom training.) Documentation by the instructor or program administrator and its classroom duration/timing is also required.

☐ **WORK TOO DANGEROUS:** *Generally, no work should be too dangerous for apprentices.* If a contractor can demonstrate that work occurs in an area where an apprentice could not be supervised, it may qualify as a GFE. The situation must be documented appropriately with communication from the Apprentice Program, pictures, and other safety considerations.

**NOT A GOOD FAITH EFFORT:**

**CONTRACTOR CANNOT GET THEIR OWN APPRENTICESHIP PROGRAM APPROVED:** A contractor cannot get their own apprenticeship program approved by the State in time to meet the contract requirements.

END OF SECTION 002101

SECTION 004100 - BID FORM

Bidder's Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

TO: Skagit County  
Board of Commissioners  
1800 Continental Place, Suite 100 Mount  
Vernon, WA 98273

Gentlemen and Ladies:

The undersigned having carefully examined the Bid Documents entitled "Skagit County Community Justice Center Physical Barriers", dated June 2, 2025 and having visited the site and examined the conditions affecting the Work, hereby submits the following proposal:

The Undersigned proposes to furnish all labor, materials, services and incidentals to perform all work necessary for the completion of the Work described in the Call for Bids and associated specifications for the following Stipulated Sum for each bid item:

**BASE BID:**

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the contract documents and based upon the bid price for fully completed work as included in the proposal and the Lump Sum Bid Price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

The following prices shall include all materials, labor, tools and equipment without sales tax where shown. The bidders shall include the cost of the mobilization and general conditions within each separate bid item. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

**Bid Item:** Skagit County Community Justice Center Physical Barriers Base Bid

**Total** \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS  
(Please print dollar amount in words in space above for base bid not including sales tax.)

## **SALES TAX**

The Undersigned certifies that the above-named construction costs do not include Washington State and Local Sales Taxes applicable to Skagit County as applied to materials and labor which will become a permanent part of the Work. All other Sales and Use Taxes properly levied by the State of Washington and Local Agencies on labor, materials, and equipment utilized on a temporary basis shall be included in the proposed amounts.

## **CONTRACT PROVISIONS**

If the Undersigned is notified of the acceptance of this proposal within 45 days from the date set for the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute a contract for the above Work for the above-named compensation in the required Form of Agreement containing the following provisions and to furnish the required bonds.

1. Time of Completion: The Undersigned agrees if awarded the Contract, to mobilize on site between September 1-15, 2025, be Substantially Complete within two hundred ten (210) consecutive calendar days after the Notice to Proceed and reach Final Completion of the Work within thirty (30) consecutive calendar days thereafter.
2. Liquidated Damages: The Undersigned agrees that time is of the essence of this Contract and acknowledges that the amounts of damages specified are a measure of the damages which the Owner will sustain should the Undersigned fail to complete the Work within the Contract Time. Liquidated damages shall be Five Hundred Dollars (\$500.00) per calendar day for failure to substantially complete the work within the time specified and (\$500.00) per day thereafter for each consecutive calendar day that final completion is delayed.

## **APPRENTICE UTILIZATION REQUIREMENTS FOR BASE BIDS ABOVE \$2,000,000**

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

## **BID GUARANTEE**

The Undersigned agrees that the check or bid bond accompanying this proposal which amount is not less than 5 percent of the bid proposed, is left in escrow with the Owner, that the amount of the check, or penal sum of the bond, is the measure of damages which the Owner will sustain by failure of the Undersigned to execute said Contract and furnish required bonds, and that if the Undersigned fails to deliver said documents within 10 days after receipt of notice of award to him, the check shall become the property of the Owner and the bond shall remain in full effect. But if this proposal is not accepted within 45 days after the time set for the opening of bids, then the check shall be returned and the bond shall become void.

## **NON-COLLUSION CERTIFICATE**

The Undersigned, being duly sworn, deposes and says that the person, firm, associated, co- partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of this proposal to the Skagit County Board of County Commissioners

for consideration in the award of the contract.

**ADDENDA**

Receipt of Addenda numbered \_\_\_\_ is hereby acknowledged.

**PREVAILING WAGES**

The bidder hereby represents that, within the three-year (3) period immediately preceding the bid solicitation date of June 2, 2025, the bidder has not “willfully” violated prevailing wage requirements, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

---

Bidder's Business Name

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date



*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

---

If a co-partnership, give firm name under which business is transacted:

---

*\* If a corporation, proposal must be executed in the corporate name by the president or vice- president (or any other corporate officer accompanied by evidence of authority to sign). If a co- partnership, proposal must be executed by a partner.*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

---

Notary Public in and for the State of  
Washington, residing in  
Washington.

END OF SECTION 004100

SECTION 004313 - BID SECURITY FORM

PART 1 - GENERAL

- A. The "Bid Bond", AIA Document A310, 2010 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The Bid Bond Form may be obtained from the Architect's office, or from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006 as follows:
  - 1. <https://aiacontracts.com>
- C. Contractor may use their standard bid security form as acceptable substitution.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 004300

SECTION 004336 - PROPOSED SUBCONTRACTOR FORM

Bidder's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Named subcontractors must have a reputation of competency in their respective fields of work. Contractor assumes responsibility for quality of work performed by their selected subcontractors. If a category of work will not be subcontracted bidder must list themselves. Subcontractor listings shall be due no later than (1) one hour after bid opening.

**Designated Work**

**Firm Name**

- |                                   |       |
|-----------------------------------|-------|
| 1. Concrete:                      | _____ |
| 2. Structural Steel:              | _____ |
| 3. Carpentry / Framing:           | _____ |
| 4. Sheet Metal Flashing and Trim: | _____ |
| 5. Fire Sprinkler:                | _____ |
| 6. Other:                         | _____ |

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

END OF SECTION 004336

SECTION 004500 - BIDDER'S QUALIFICATIONS

Each bidder submitting a proposal for this Project shall submit, as part of its bid, the following information:

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone Number and Area Code: \_\_\_\_\_
4. IRS Federal Employer's Identification Number: \_\_\_\_\_
5. Current State Unified Business Identification Number: \_\_\_\_\_
6. Number of years engaged in the contraction business under the present firm name: \_\_\_\_\_
7. Total value of contracts in force: \_\_\_\_\_
8. General description of work for which Bidder is qualified: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Recent significant project completed by Bidder including owner's name, approximate cost, and completion date:
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_

10. Major equipment owned by the Bidder:

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

11. Bank Reference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Washington State Contractor Registration Number: \_\_\_\_\_

13. Bonding Reference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Bonding Capacity: \_\_\_\_\_

Bidder:

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

END OF SECTION 004500

SECTION 004549 - BIDDER RESPONSIBILITY CRITERIA

The following checklist is to be used in documenting that a Bidder meets the mandatory bidder responsibility criteria found in RCW 39.04.350 for public works contracting. **Print a copy of documentation** from the appropriate website, attach it to this checklist and keep in the contract file.

**Bidder's Business Name:** \_\_\_\_\_

Other names the business operates under? \_\_\_\_\_

**Registration and Licensure**

Use the *following link* to verify responsibility criteria in each area listed below.

☐ **Contractor Registration** – <https://secure.lni.wa.gov/verify/>

**General Contractor** License Number: \_\_\_\_\_ Effective Date: \_\_\_\_\_ (RCW 18.27) Expiration Date: \_\_\_\_\_  
Status: Active: ☐ Yes ☐ No

**Specialty Licenses** (based on applicable scope of the work)

Plumbing (RCW 18.106)	_____
Elevator (RCW 70.87)	_____
Electrician (RCW 19.28)	_____
Boilers	_____
Manufactured/Mobile/Mobile Structures	_____
Asbestos	_____
Construction Cranes	_____
Explosives	_____

*\*If the work includes a scope that is required to be performed by a licensed professional, but the prime contractor is going to subcontract to a specialty subcontractor, place "subcontracted" in the line. If not subcontracted, the OWNER assumes the prime is self-performing and must have a current specialty license.*

*If the work contains scopes of plumbing, elevator, or electrical work is it the best practice to require the firm to have the licensed professional named with their bid so responsibility can be recorded prior to award, even if subcontracted.*

WA UBI: \_\_\_\_\_ Account Status: ☐ open ☐ closed\*

\*If the account is closed, the contractor will need to reopen an account prior to the award being issued.

**Debarment and Violation Status**

**Washington State Eligibility to Bid** \_\_\_ Yes \_\_\_ No\*

(Check the Contractors Not allowed to bid list: <https://lni.wa.gov/licensing-permits/public-works-projects/strike-and-debar/contractors-not-allowed-to-bid>)

\*If the contractor appears on the list of contractors not allowed to be they are not responsible, and their

bid will need to be rejected in writing.

Federal Systems of Awards Management (SAM.gov) Entity Registration or Unique Entity ID  
Does Bidder have an “*Active Exclusion Record*” \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

**Training and Compliance (can find as part of the L&I contractor registration  
<https://secure.lni.wa.gov/verify/>)**

Industrial Insurance Coverage: _No ____ Yes Account Number:
Required Public Works Training: _____ Yes ____ No ____ Doesn't Apply
Per RCW 39.04.350 and RCW 39.06.020, has contractor had L&I training or meet exemption? __ Yes ____ No
Prevailing Wage Compliance (wage payment violations within 3 years) (RCW 39.04.350 (1)(g)) _ Yes ____ No
Sworn statement or verification form received acknowledging compliance? _____ Yes _____ No
<input type="checkbox"/> <b>Apprenticeship.</b> Has the Contractor been found out of compliance with RCW 39.04.320 within 1 year of the bid due date. ____ Yes _____ No
Employment Security Department Number: _____
State Excise Tax Registration Number: Account Status: _____ open _____ closed <a href="https://secure.dor.wa.gov/gteunauth/">https://secure.dor.wa.gov/gteunauth/</a> /#2

### **Low Responsible Bidder**

It is the intent of the Owner to award a contract to the low responsible bidder. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The bidder must submit the following information, demonstrating that they meet the listed criteria:

### **1-02 Bid Procedures and Conditions**

#### **1-02.1 Qualifications of Bidder**

A. Bidders must meet the minimum qualifications of RCW 39.04.350, as amended:

“Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- (a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
- (b) Have a current State unified business identifier number;
- (c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a State excise tax registration number as required in Title



82 RCW; and

- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  - (e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one- year period immediately preceding the date of the bid solicitation; and
- B. In addition to the bidder responsibility criteria above, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
- a. The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration’s “Excluded Parties List System” website. Bidder debarment or suspension status may be verified through this website: <http://www.epls.gov/>. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this criteria.
  - b. The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue, without a payment plan approved by the Washington State Department of Revenue. The Bidder shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List”, which may be verified at the following website: <http://dor.wa.gov/content/fileandpataxes/latefiling/dtlwest.aspx>. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
  - c. The Bidder shall not have been convicted of a crime involving bidding on a public works contract within five (5) years prior to the bid submittal deadline. The Bidder shall provide a duly executed sworn statement (on the included form, or on a form otherwise determined to be acceptable by the Owner), that the Bidder has not been convicted of a crime involving bidding on a public works contract. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
  - d. The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established written procedure which the Bidder uses to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” contractors as defined per RCW 39.06.020. The Bidder shall submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder’s procedure for validating the responsibility of the subcontractors with which the Bidder contracts, and a duly executed sworn statement (on the included form, or in

a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- e. The Bidder shall not have a record of prevailing wage complaints filed against the Bidder within five (5) years prior to the bid submittal date that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances that are acceptable to the Owner. The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved. The Owner shall evaluate the explanations provided by the Bidder (and the resolution of each complaint) to determine whether the complaints demonstrate a pattern of the Bidder failing to pay its workers prevailing wages as required. The Owner may also evaluate complaints filed within the time period specified that were not reported by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- f. The Bidder shall not have had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project, unless there are extenuating circumstances acceptable to the Owner. The Bidder shall provide a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner), that the Bidder has not had any public works contract terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for the project. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- g. The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects within three (3) years of the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances which are acceptable to the Owner. The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:
  - i. The owner for each public works project and contact information for each owner.
  - ii. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.
  - iii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim.

The Owner may contact other previous owners to validate the information provided by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- h. Within five (5) years prior to the bid submittal date the Bidder must have completed a minimum of at least three (3) other projects for a Federal, State, or local governmental agency. The Bidder shall provide the following information pertaining to these three (3) projects:
  - i. The contact information for the Federal, State, or local contracting agency for whom the project was completed;
  - ii. Description of the project;
  - iii. Start and completion dates for the project;
  - iv. Awarded contract amount;
  - v. Final contract amount;
  - vi. Other additional information or documentation pertaining to the projects as may be requested by the Owner.

The Owner may contact other previous owners to validate the information provided by the Bidder. The Owner may also use independent sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- i. **The Bidder shall have been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date. The Bidder shall provide the Owner with a adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State's Office.** Such documentation shall include, but is not necessarily limited to, a copy of the Bidder's Certificate of Existence / Authorization, a copy of the Bidder's Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder's Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder's business licenses and contractor's licenses for the previous five [5] years prior to the bid submittal date). The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.

- j. Within two (2) years prior to the bid submittal date the Bidder shall not have received any willful safety violations, and the Bidder shall not have received more than two (2) serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed, regardless of whether such willful and/or serious safety violations have been abated or not. The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not. The Owner may verify such information provided with the Washington State Department Labor & Industries or analogous agency with jurisdiction in the location the work was performed. The Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with this supplemental criteria.
- k. Within five (5) years prior to the bid submittal date the Bidder shall have successfully completed at least one (1) other project of a similar size and scope as required by the contract documents for this project. The project must have had a total construction cost of at least \$2,000,000. In evaluating whether the other project(s) was/were “successfully completed,” the Owner may verify previous owner references for the previous project(s), and may evaluate the previous owner’s assessment of the Bidder performance, including but not limited to the following areas:
  - i. Quality control;
  - ii. Safety record;
  - iii. Timeliness of performance;
  - iv. Use of skilled personnel;
  - v. Management of subcontractors;
  - vi. Availability of and use of appropriate equipment;
  - vii. Compliance with contract documents;
  - viii. Management of submittals process, change orders, and close-out.
  - ix. Construction within occupied area.

For the purposes of meeting this criterion, the Owner has determined that “similar size and scope” to this project means project(s) that have the following characteristics: (i) The awarded project(s) contract amount must have been of not less than \$100,000; (ii) The project(s) must have included the renovation in excess of 3,000 square feet; and (iii) The project(s) must have included construction of within the occupied business spaces. The Bidder shall submit a list of other project(s) of similar size and scope to this project or larger, including information on a minimum of at least one (1) project of

similar size and scope to this project or larger completed within five (5) years prior to the bid submittal date. The information about each project shall include the following:

1. Owner's name and contact information for the owner's representative;
  2. Awarded contract amount;
  3. Final contract amount;
  4. A description of the scope of the project and how the project is similar to this project;
  5. The Bidder's assessment of its performance of each project, including but not limited to the following:
    - a. Quality control;
    - b. Safety record;
    - c. Timeliness of performance;
    - d. Use of skilled personnel;
    - e. Management of subcontractors;
    - f. Availability of and use of appropriate equipment;
    - g. Compliance with contract documents;
    - h. Management of submittals process and change orders.
    - i. Construction within occupied areas.
- C. All Bidders must supply and provide the forgoing described bidder responsibility information, documentation, and materials to the satisfaction of the Owner. If a Bidder fails to supply the required bidder responsibility documentation, information, or materials, then Bidder may be determined by the Owner to be non-responsive, and the bid may be rejected on this basis. If the Owner determines the bidder does not meet the bidder responsibility criteria above and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty four (24) hours of receipt of the Owner's determination by presenting additional written information to the Owner. The Owner will consider the additional information before issuing its final determination. If the Owner's final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination. Please note that the above-described information, materials, and documentation requested by the Owner for purposes of determining Bidder responsibility is not necessarily exclusive, and the Owner expressly reserves the right to request additional

information, materials, and documentation as may be determined to be necessary or desirable by the Owner in order to evaluate and determine Bidder's compliance with the above-described bidder responsibility criteria. At all times, the Owner may also use other sources of information that may be available to otherwise determine whether the Bidder is in compliance with the forgoing bidder responsibility criteria.

D. Certification Regarding Debarment Suspension or Ineligibility:

***Notice: FAILURE TO RETURN THIS CERTIFICATION AS PART OF YOUR BID MAY CONSTITUTE GROUNDS FOR A NONRESPONSIVE BID AND MAY RENDER YOUR FIRM INELIGIBLE FOR AWARD.***

The Contractor certifies by signing this Agreement that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract by any federal department or agency. Further, Contractor agrees not to enter into any arrangements or contracts related to this contract with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" at <http://epls.arnet.gov/>.

**CONTRACTOR:**

---

Authorizing Signature

---

Date

Federal Tax ID#: \_\_\_\_\_

Contractor Lic.#: \_\_\_\_\_

**This form is to be submitted by the bidder with his bid.**

**SUPPLEMENTAL BIDDER RESPONSIBILITY - DECLARATION OF BIDDER**

***Notice: FAILURE TO RETURN THIS CERTIFICATION AS PART OF YOUR BID MAY CONSTITUTE GROUNDS FOR A NONRESPONSIVE BID AND MAY RENDER YOUR FIRM INELIGIBLE FOR AWARD.***

In accordance with the Contract Provisions and Plans the Bidder must provide the following sworn statement relevant to the supplemental bidder responsibility applicable to the project.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail: \_\_\_\_\_

I, \_\_\_\_\_, the undersigned declarant, as the duly authorized representative on behalf of \_\_\_\_\_ (herein the "Bidder") hereby make this declaration on the basis of facts within the scope of my firsthand knowledge and authority to which I am competent to testify:

1. I hereby certify, swear, and affirm under penalty of perjury, that the Bidder has not been convicted of a crime involving bidding on a public works contract within the five (5) year period immediately preceding the bid submittal deadline for the project; and
2. I hereby certify, swear and affirm under penalty of perjury, that as of the date of this declaration (below), that the Bidder has hereby made a proper determination of bidder responsibility for all subcontractors for the project in accordance with the terms of RCW 39.06, RCW 39.04.350, and in accordance with the terms of the Bidder's written procedure for validating the responsibility of all subcontractors for the project with which the Bidder contracts; and
3. I hereby certify, swear and affirm under penalty of perjury, that the Bidder, has not had any public works contract terminated for cause by any State, Federal, or local government agency during the five (5) year period immediately preceding the bid submittal deadline for the project.

**This form is to be submitted by the bidder with his bid.**



Signed under penalty of perjury under the laws of the State of Washington this \_\_\_\_\_ day  
of \_\_\_\_\_, 2025, at \_\_\_\_\_,  
Washington.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON

ss.

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person  
who appeared before me, and said person acknowledged that he/she signed this instrument, on oath  
stated that he/she was duly authorized execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_, to be the free  
and voluntary act of such party for the uses and purposes herein mentioned.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
Notary Public  
print name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**This form is to be submitted by the bidder with his bid.**

**Summary of Required Submittals with Bid**

**1-02.1, B., d.**

.....”The Bidder shall **submit a copy of its standard subcontract form for review by the Owner, a written description of the Bidder’s procedure for validating the responsibility of the subcontractors with which the Bidder contracts**, and a duly executed sworn statement (on the included form, or in a form otherwise determined to be acceptable by the Owner) that the Bidder has properly made a determination of responsibility for all subcontractors for the project....”

**The information above is to be submitted by the bidder with his bid.**

**1-02.1, B., e.**

“.....The Bidder shall submit a list of prevailing wage complaints filed against it within five (5) years of the bid submittal date along with a written explanation of each complaint, and how it was resolved....”

**The information above is to be submitted by the bidder with his bid if applicable. If no complaints have been filed against the bidder, so state on paper, reference this section and submit with bid.**

**1-02.1, B., g.**

“.....The Bidder shall submit a list of all public works projects that the Bidder has completed within the previous three (3) years prior to the bid submittal date, and include for each project the following information:

- i. The owner for each public works project, and contact information for each owner.
- ii. A list of claims filed against the retainage and/or payment bond(s) for each of the public works project.
- iii. A written explanation of the circumstances surrounding each claim against the retainage and/or payment bond(s), and an explanation as to the ultimate resolution of each claim...”

**The information above is to be submitted by the bidder with his bid.**

**1-02.1, B., h.**

“....Within five (5) years prior to the bid submittal date the Bidder must have completed a minimum of at least three (3) other projects for a Federal, State, or local governmental agency. The Bidder shall provide the following information pertaining to these three (3) projects:

- iv. The contact information for the Federal, State, or local contracting agency for whom the project was completed;
- v. Description of the project;
- vi. Start and completion dates for the project;
- vii. Awarded contract amount;
- viii. Final contract amount;
- ix. Other additional information or documentation pertaining to the projects as may be requested by the Owner....”

**The information above is to be submitted by the bidder with his bid.**

**1-02.1, B., i.**

“.....The Bidder shall provide the Owner with adequate documentation confirming that the Bidder has been duly incorporated and actively doing business in the State of Washington for a minimum of at least five (5) years prior to the bid submittal date, including, but not necessarily limited to, documentation from the Washington State Secretary of State’s Office. Such documentation shall include, but is not necessarily limited to, a copy of the Bidder’s Certificate of Existence / Authorization, a copy of the Bidder’s Certificate of Incorporation / Formation / Authority, a certified copy of the Bidder’s Original Registration Document (i.e., Articles of Incorporation, Certificate of Authority, Certificate of Formation, or Foreign Limited Liability Registration), and any other supporting information or documentation as may otherwise be requested by the Owner (including, but not necessarily limited to, copies of the Bidder’s business licenses and contractor’s licenses for the previous five [5] years prior to the bid submittal date)...”

**The information above is to be submitted after the bid opening by the  
(2) two low bidders within 10 days of the bid opening.**

**1-02.1, B., j.**

“.....The Bidder shall provide Owner with a list of any and all willful and/or serious safety violations (i.e., WISHA / OSHA written citations) from the Washington State Department Labor & Industries (or analogous agency with jurisdiction in the location the work was performed), regardless of whether such willful and/or serious safety violations have been abated or not...”

**The information above is to be submitted by the bidder with his bid if applicable. If no safety violations have been filed against the bidder, so state on paper, reference this section and submit with bid.**

**1-02.1, B., k.**

“....The Bidder shall submit a list of other project(s) of similar size and scope to this project, including information on a minimum of at least one (1) project of similar size and scope to this project completed within five (5) years prior to the bid submittal date. The information about each project shall include the following:

1. Owner’s name and contact information for the owner’s representative;
2. Awarded contract amount;
3. Final contract amount;
4. A description of the scope of the project and how the project is similar to this project;
5. The Bidder’s assessment of its performance of each project, including but not limited to the following:
  - a. Quality control;
  - b. Safety record;
  - c. Timeliness of performance;
  - d. Use of skilled personnel;
  - e. Management of subcontractors;
  - f. Availability of and use of appropriate equipment;
  - g. Compliance with contract documents; Management of submittals process and change orders....”

**1-02.1, D.**

A. Certification Regarding Debarment Suspension or Ineligibility:

**The information above is to be submitted by the bidder with his bid.**

END OF SECTION 004549

SECTION 005200 - AGREEMENT FORM

PART 1 - GENERAL

- A. A modified version of the "Standard Form of Agreement Between Owner and Contractor", AIA Document A101, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The original Agreement Form may be obtained from the Architect's office, or from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects as follows:
  - 1. <https://aiacontracts.org>
- C. Modifications to AIA Document A101, 2017 edition are included in the invitation to bid documents.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 005200

## SECTION 006100 - BONDS AND CERTIFICATES

The bond and insurance requirements set forth on the following pages are required of the successful bidder.

**1.01      GENERAL:** In addition to the Bid Guarantee required in the advertisement, Skagit County requires the Contractor to furnish the following bonds and insurance. The inception date of the insurance coverage shall be the date the Contractor is ordered by Skagit County to proceed with the work and shall be maintained during the life of the Contract and for not less than one year thereafter.

**1.02      EVIDENCE OF COMPLIANCE:**

- A. Performance, Labor and material Payment Bonds: Submitted at time of execution of the Contract and attached thereto.
- B. Insurance: A Certificate of Insurance shall be filed with "Skagit County." This Certificate shall be reflective of all Insurance Coverage required by the County's contract documents. Any Certificate filed with the County found to be incomplete or not according to Form, will be returned as not satisfactory. Rejected Certificates shall be corrected as necessary and resubmitted to the county for approval. Certificates of Insurance shall indicate the following to be Additional Named Insureds:

In addition to the foregoing, the Certificate of Insurance must include a Cancellation Notification of not less than thirty (30) days. The Certificate should also contain the Contract Number and a "concise verbal definition" of the Contract to which the Certificate applies.

**1.03      INSURANCE GENERALLY:** The Contractor shall not commence work under this contract until he has obtained the insurance required hereunder and such insurance has been approved by the County. In like manner, the General Contractor shall not allow any subcontractor to commence work on any subcontract until the subcontractor has submitted to the General Contractor a Certificate of Insurance reflective of the coverage required by Skagit County. Skagit County's approval of insurance shall not relieve or decrease the Contractor's liability hereunder. Each policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the Work or any expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage therein without first mailing, by registered mail, written notice of such action at least 30 days prior to the termination or change, to Skagit County.

**1.04      CONTRACTOR'S LIABILITY INSURANCE:** The insurance required, by Skagit County, is as specified below and in the amounts indicated:

- A. Worker's Compensation and Employer's Liability Insurance: All employees of the Contractor and subcontractors shall be insured under Washington State Industrial Insurance. Employees not subject to the State Act shall be insured under Employer's Liability with a \$1,000,000.00 limit of liability. A separate Certificate of Insurance shall be furnished to

Skagit County of any of the Contractor's payroll is not reported to the Washington State Industrial Insurance. The contractor shall be responsible for confirming compliance of all subcontractors with the above requirements.

B. Comprehensive General Liability and Comprehensive Automobile Liability Insurance: The Contractor shall obtain and retain Bodily Injury and Property Damage Liability Insurance providing the following:

1. Additional Insured: Skagit County, its employees, and DLR Group Inc. shall be named as additional insured for liability arising out of the work of this Contract as a result of the negligence, real or alleged, on the part of the contractor and his subcontractors.
2. Limits of Liability: Limits shall equal or exceed the combination or primary and excess limits for bodily injury and property damage liability of \$2,000,000.00 annual aggregate.
3. Coverage: Coverage shall be as is usual to the practice of the Insurance Industry; included but not limited to the following coverages:
  - a. Premises and Operations including Explosion, Collapse and Underground Liability;
  - b. Products and completed Operations;
  - c. Owners and Contractors Protective Liability;
  - d. Broad form Property Damage Liability;
  - e. Blanket Contractual Liability;
  - f. Personal Injury Liability, including coverage's A, B, and C;
  - g. Employers "Stop-Gap" Liability;
  - h. Automobile Liability for All Owned, Non-Owned, Hired Leased or Borrowed Vehicles;
  - i. Un-insured and Under-insured Motorist Coverage should also be in effect.
4. Products and Completed Operations Insurance: This coverage must be maintained for a period of not less than two years after the final acceptance of the work performed.

**1.05**      **PROPERTY INSURANCE:** Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to 115 percent of the full value thereof. This insurance shall include the interests of Skagit County, the Contractor and all subcontractors in the Work being performed. The coverage should be written on a “Builder’s Risk” basis. All materials which are to be made part of the construction project are to be so insured while being stored at or off the job site(s) and / or while being transported to and from the job site(s). Insurance against loss of tools, equipment, construction, or otherwise not to be incorporated into the Work is the responsibility of the Contractor and the cost of such insurance shall not be included in the cost of insurance required herein before.

A.      **Endorsements:** The policy shall be specifically endorsed as follows:

1.      **Payments:** It is agreed that loss payments under the policy shall be made payable to Skagit County as trustee for each of the interests named in the policy.

B.      **Waiver:** Skagit County and the contractor waive all rights against (1) each other and the subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Owner for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Skagit County, as trustee.

**1.06**      **BONDS**

A.      **Performance and Payment Bonds:** Furnish surety bond in the form of AIA Document A312 in an amount equal to 100 percent of the Contract Sum covering faithful performance of the work and payment of labor and materials. Furnish bonds issued by a bonding company licensed to transact business in the locality of the Work and approved by the Owner.

END OF SECTION 006100



SECTION 006113 - PERFORMANCE BOND AND PAYMENT BOND

PART 1 - GENERAL

- A. The "Performance Bond and Payment Bond", AIA Document A312, 2010 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The Performance Bond and Payment Bond Form may be obtained from the Architect's office, or from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects as follows:
  - 1. <https://aiacontracts.org>
- C. Contractor may use their standard bid security form as acceptable substitution.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 006113

SECTION 006216 - CERTIFICATES OF INSURANCE

**Certificates of Insurance Requirements:**

1. Certificate shall be issued on an ACORD Form, or a form that meets with Skagit County's approval.
2. The Insuring Company shall have a Best Rating of A+ or meet with Skagit County's approval.
3. The minimum acceptable General Liability Limit shall be \$2,000,000 Aggregate / \$1,000,000 Occurrence. Coverage shall include owners & Contractors Protective Liability and Employers Liability (Stop-Gap) Coverage.

Coverage shall be written on an "Occurrence" Basis or meet with Skagit County's approval.

4. Automobile Coverage shall include "Any Auto" or "Scheduled Autos" and shall include Hired and Non-Owned Auto Liability.

The minimum acceptable Automobile Liability Limit shall be \$1,000,000.

5. Skagit County, it's Commissioners and Employees, and Interface Engineering., shall be added as Additional Insureds on the Certificate, and a separate endorsement shall be issued by the Company adding Skagit County, it's Commissioners and Employees, and DLR Group. as Additional Insured to the General Liability and Automobile Policy and the Umbrellas Excess Policy, where required to meet minimum limits outlined in #3 and #4 above.
6. The "Cancellation" Block shall be altered to include the wording "Should any of the above described policies be canceled or materially reduced before expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

If there are any questions regarding these requirements please contact Skagit County's Risk Manager, Mary Houben, 360-416-1384.

END OF SECTION

SECTION 006291 - RETAINAGE INVESTMENT OPTION

Contractor: \_\_\_\_\_ Project Name: \_\_\_\_\_

Date: \_\_\_\_\_ Project Number: \_\_\_\_\_

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference; if you fail to do so, the Owner will deposit funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

- ☐ 1. Savings Account: Money will be placed in an interest bearing account. The interest will be paid to you directly, rather than kept on deposit. If you prefer a particular bank, state its name:
- ☐ 2. Escrow / Investments: The Owner will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.

Preferred Bank: \_\_\_\_\_

Securities / Bonds: \_\_\_\_\_

- ☐ 3. Guarantee Deposit: Retainage will be deposited in a manner selected by the Owner. No interest is payable to the Contractor.

Retainage is normally released 30 days after final acceptance of the work, or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature. State law allows for limited early release in certain circumstances.

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
Title

END OF SECTION 006291

SECTION 007200 - GENERAL CONDITIONS

PART 1 - GENERAL

- A. A modified version of the "General Conditions of the Contract for Construction", AIA Document A201, 2017 Edition, is a part of these Contract Documents and is incorporated as fully as if bound herein.
- B. The General Conditions of the Contract for Construction document may be obtained from the Architect's office, or from the American Institute of Architects, 1735 New York Avenue NW, Washington D.C. 20006; Seattle Chapter, American Institute of Architects, 1911 First Avenue, Seattle, WA 98101; and Northwest Washington Chapter, American Institute of Architects as follows:
  - 1. <https://aiacontracts.org>
- C. Modifications to AIA Document A201, 2017 edition are included in the invitation to bid documents.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 007200

## SECTION 007343 WAGE RATE REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This schedule of prevailing wage rates for the locality or localities of the Work, as described by the Industrial Statistician of the Department of Labor and Industries, is included for ease of reference. Contractor remains solely responsible for verifying that the rates shown within this Section are accurate, current, and inclusive for all parts of this Work. Contractor is responsible for notifying the Architect, in writing, of any problems, errors, or discrepancies in this Section no later than 7 working days prior to Bid opening. Any off-site prefabrication may also require prevailing wages and the Contractor should contact the Department of Labor and Industries to ascertain those rates.
- B. Contractor to provide the "Notice of Intent to Pay Prevailing Wage Rates", as required by RCW 39.04, 39.12, 43.19, and 49.28 as amended. All paperwork regarding "Notice of Intent to Pay Prevailing Wage Rates" shall be sent directly to the owner. 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.

Current prevailing wage data are available online or at the following:

ADDRESS: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

The General Contractor and his sub-contractors are to pay for all filing fees for Statements of Intent to Pay Prevailing Wages and Affidavits at \$40.00 each document submitted. Pay for any change in rate during the course of construction.

Submit forms to: Department of Labor and Industries  
Prevailing Wage Section  
P.O. Box 44540  
Olympia, Washington 98504-4540

### PART 2 - PRODUCTS – NOT USED

END OF SECTION 007343

## SECTION 008250 - SPECIAL CONDITIONS

The Project consists of furnishing all labor, materials and other incidentals for installation of fencing at mezzanine and stair railings in the Skagit County Community Justice Center (Jail) as per the Special Provisions, the Standard Specifications including the amendments thereto, and Contract Documents hereunder. The Architect's estimate is \$2,500,000 for the project. The Project site is 201 Suzanne Lane, Mount Vernon, WA 98273.

1. A mandatory pre-bid conference for prospective bidders will be held at the Community Justice Center entrance lobby, 201 Suzanne Lane, Mount Vernon, WA 98273 at 9:00 AM on June 12, 2025.
2. The Owner / Architect will make application for the building permits. The Owner shall pickup and pay for the building permit. Contractor shall be responsible to pay for and procure separate electrical permit.

### A. ACCESS TO WORK

The Owner's designated project Coordinator shall have full access to the site after normal working hours. Access during normal working hours to courtrooms, judges' chambers, private offices, and occupied cubicle spaces may be requested ahead of time by the Contractor, although there is no guaranteed access due to staff and court obligations.

### B. PREVAILING WAGES

Contractor and subcontractors shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the County. Unless otherwise authorized by the Department of labor and Industries, each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay prevailing Wages on file with the public agency.

### C. AFFIDAVIT OF WAGES PAID

Following the final acceptance of a Public Works project, the Contractor and each and every subcontractor shall submit "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each Affidavit of Wages Paid must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted.

### D. SUBMITTAL FEES

"Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" must be submitted to the Industrial Statistician of the Washington State Department of Labor and Industries accompanied by current rate for each individual form. This fee is to be paid by the Contractor. All bidders are advised to consider these charges when tabulating their bids.

### E. RETAINED PERCENTAGE

The Contractor shall comply with Title 39 RCW and Ch. 60.28 RCW.

#### **F. SPECIAL REPORTS**

General: Submit special reports directly to the Owner within one day of an occurrence. Submit a copy of the report to the Architect and other entities that are affected by the occurrence.

Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List chain of events, persons participating, response by the Contractor's personnel, and evaluation of the results or effects and similar pertinent information.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

#### **G. PAYMENT REQUESTS**

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 Sums to the Contractor as provided in the Contract Documents for the period ending the twenty-fifth (25) day of the month as follows:

1. The Contractor shall submit Applications for Payment for the preceding month by the first day of each month. The Owner shall make progress payments to the Contractor not later than thirty (30) days following the Architect's receipt of the Application for Payment from the Contractor.
2. The Owner shall pay to the Contractor, on each application for Payment, materials, equipment incorporated in the Work and to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for Payment, less the aggregate of previous payments made by the Owners.

The Owner will not be liable for interest or penalties charged by the Contractor on any Payments delayed due to Contractor's failure to inform himself of the Owner's normal procedures or to submit payment requests timely.

The Contract Sum and any agreed variations thereof, shall include all Federal, State and Local taxes imposed by laws, and properly chargeable to the project except the State of Washington Sales Tax. Washington State and Local Sales Taxes as applied to the materials and labor or equipment which becomes part of the Work will be paid by the Owner; a proportionate amount of the tax will be added to each payment voucher issued to the Contractor. The Contractor shall pay all other sales, consumer, use and similar taxes properly levied by Washington State and Local Agencies for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective. For payment requests, use AIA Form G702, fully completed, executed and notarized. Submit the forms in triplicate, including attachment of waivers and similar documentation with one copy. Prior to the initial payment request, submit:

1. List of principal subcontractors and suppliers, including contact persons and their addresses and telephone numbers.

2. List of principal staff assignments with addresses and telephone numbers.
3. Schedule of Values.
4. Construction Schedule.

Following issuance by Architect of Certificate of Substantial completion, Contractor may submit special payment request, provided the following have been completed:

1. Obtain permits, certificates of inspection and other approval and releases by governing authorities, required for Owner's operational / maintenance personnel.
2. Complete final cleaning of work.
3. Submit as-built documents.
4. Submit listing of work to be completed before final acceptance.

Following completion of the following requirements, final payment request may be submitted:

1. Complete work listed as incomplete at time of substantial completion, or otherwise assure Owner of subsequent completion of individual incomplete items.
2. Settle liens and other claims or assure Owner of subsequent settlement.
3. Submit proof of payment on fees, taxes and similar obligations.
4. Transfer operational, access, security and similar provisions to Owner; and remove temporary facilities, tools and similar items.
5. Affidavits of Wages Paid from all entities who worked at the site.
6. Completion of requirements specified in "Contract Closeout" section.
7. Obtain consent of surety for final payment.
8. Provide evidence of full payment of all industrial insurance premiums as required by RCW 51.12.050 and / or RCW 51.12.070.

Payments will be mailed to Contractor's place of business. Payments cannot be picked up personally.

END OF SECTION 008250



## SECTION 011000 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Summary of Work, including:
  - 1. Project Description.
  - 2. Contract Method.
  - 3. Owner Furnished Products.
  - 4. Permit Conditions.
  - 5. Existing Utilities.
  - 6. Objection to Application of Products.
  - 7. Existing Information.
  - 8. Time of Completion.
  - 9. Contractor Use of Site.
  - 10. Material Safety Data Sheets.
  - 11. Construction Documents.
  - 12. Permits.

#### 1.3 PROJECT DESCRIPTION

- A. Briefly and without force and effect upon the Contract Documents, the Work of this Contract can be summarized as follows:
  - 1. Install climb and fall protection on mezzanine and stair railings in detention pods at the Skagit County Community Justice Center, located in Mount Vernon, Washington as shown on the Contract Drawings and Specifications.
- B. Provide materials, labor, equipment, temporary facilities and construction expertise as required to complete the Project as shown in the Contract Documents.
- C. Contractor represents that he has carefully examined prior to bidding, all Contract Documents and site conditions, and understands the character, quality and quantity of work called for and all conditions affecting the Contract Work.

#### 1.4 CONTRACT METHOD

- A. Construct the Work under a single Prime Contract Stipulated Sum.

- B. The General Contractor is responsible for coordinating, understanding and directing the work of all trades involved in the Project.
- C. General Contractor is responsible for coordinating and scheduling work of each subcontractor to expedite progress of the Project. Cooperate and coordinate with any other separate Contractors under contract with the Owner.

#### 1.5 OWNER FURNISHED PRODUCTS

- A. Owner Furnished, Contractor Installed Items: Coordinate with Owner on delivery of items, any mechanical / electrical rough-in or backing required and any special installation requirements.
  - 1. Notify Owner of required delivery schedule.
  - 2. Obtain dimensions, installation instructions and any other information required for proper installation from manufacturer.
  - 3. Coordinate installation with work sequence and work of other trades.
- B. Owner Furnished, Owner Installed Items: Coordinate with Owner on any mechanical / electrical rough-in or backing required.
  - 1. Notify Owner of required installation schedule to allow installation in the proper work sequence and maintain Project schedule.
  - 2. Coordinate with Owner's separate Contractors and suppliers to accommodate their work on site and / or installation of their items.

#### 1.6 PERMIT CONDITIONS

- A. Conform to permit conditions and requirements imposed by authority(s) having jurisdiction.

#### 1.7 EXISTING UTILITIES

- A. The Drawings indicate existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, and other similar items and utilities which are known to the Owner.

#### 1.8 OBJECTIONS TO APPLICATION OF PRODUCTS

- A. Subcontractors and suppliers submitting a bid for this Project shall thoroughly familiarize themselves with specified products and installation procedures and submit to Architect any objections (in writing) no later than ten days prior to Bid Date. Any response by the Architect shall be by addendum. Submittal of Bid constitutes acceptance of products and procedures specified.

1.9 EXISTING INFORMATION

- A. Subcontractors and suppliers shall verify existing site conditions prior to bidding. Submit any discrepancies between the Contract Documents and existing conditions no later than ten days prior to Bid Date. Any response by the Architect shall be by addendum. Submittal of bid constitutes acceptance of existing conditions.

1.10 MISCELLANEOUS

- A. Items include, but are not limited to:
  - 1. Maintain pedestrian and vehicular access to and around site.
  - 2. Do not encumber site access with materials or equipment.
  - 3. Do not overload structure with weight endangering structure.
  - 4. Obtain and pay for use of additional storage or work areas needed for operations.

1.11 COMPLETION TIMES

- A. Time is of the essence, the Owner needs the Work completed within the times listed so that they can fully utilize the building. Provide the necessary management, equipment and manpower, including any overtime, double-shifting or special work schedules, required to achieve completion of the Project within the times listed in the following Completion Schedule and Milestone Dates.
- B. Completion Schedule and Milestone Dates:
  - 1. Contract Award: On or about July 15, 2025 (as soon as possible after receipt of bids acceptable to the Owner, Contractor Qualification Statement and Post Bid Submittals and the execution of the Contract award approval process).
  - 2. Construction Start / Notice to Proceed: As soon as possible after the award of the contract and once all Construction Contract requirements are completed.
  - 3. Substantial Completion Date: 210 calendar days after the Notice to Proceed.
  - 4. Final Completion: 30 days after Substantial Completion.

1.12 CONTRACTOR'S USE OF SITE

- A. The Contractor has direct responsibility for and control of the construction site for the duration of the Project, subject to the following:
  - 1. Contractor's Use of Site: Limit use of the site for work, storage and access only as required to achieve work of this contract.
  - 2. Construction Facilities and Temporary Controls: Refer to Section 015000.
  - 3. Emergency Vehicle Access: Maintain access roadway and fire lanes on site for use by emergency vehicles. Coordinate requirements with local authority having jurisdiction.
  - 4. Contractor's Materials / Equipment Staging Area: Limit storage of materials and equipment to within the staging area and Contractor occupied construction areas.

5. Access Routes to Construction Areas: Contractor shall maintain site access routes in a clean and safe manner free of construction materials, debris and dirt.
6. Public Safety: Contractor is responsible for performing a safety analysis and implementing conclusions from their analysis and, for maintaining site in a manner which prevents any unsafe or potentially unsafe condition.
  - a. Implement and enforce conclusions from safety analysis for duration of Project.
  - b. Maintain site in a manner that prevents any unsafe or potentially unsafe condition.
7. Protection of Existing: Protect existing roadways, utilities, etc. from damage or defacement; repair / replace any damage.
8. Construction Areas: Monitor to prevent unauthorized vehicles and persons from entering site. After work hours leave Contractor's work area locked and all tools in locked toolboxes. Post "DANGER - KEEP OUT - CONSTRUCTION AREA" signs at building entries and around perimeter of construction areas.
  - a. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.

#### 1.13 MATERIAL SAFETY DATA SHEETS

- A. Post Material Safety Data Sheets (MSDS) for hazardous materials on site in accordance with the Hazard Communications Standard, WAC 296-62-054 through -05427 (available from the State Department of Labor and Industries).
- B. Provide a bulletin board for hazard communications program in location accessible 24 hours a day and convenient to employees, subcontractors and their employees and representatives for Owner, Architect and other agencies that may visit Project site and come into contact with hazardous chemical substances.

#### 1.14 CONSTRUCTION DOCUMENTS

- A. Contractor is responsible for posting any addendums in the Contract Drawings and Project Manual.

#### 1.15 PERMITS

- A. Contractor shall abide by provisions of the authorities having jurisdiction (AHJ).

#### PART 2 - PRODUCTS – NOT USED

#### PART 3 - EXECUTION – NOT USED

END OF SECTION 011000

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Contract Modification Procedures, including:
  - 1. Supplemental Instructions.
  - 2. Construction Change Authorization.
  - 3. Documentation of Proposals and Claims.
  - 4. Change Orders.
  - 5. Distribution.

#### 1.3 SUMMARY

- A. Requirements Include:
  - 1. Promptly implement change order and field order procedures.
    - a. Provide full written data required to evaluate changes.
    - b. Maintain detailed records of work done on a time-and-material/force account basis.
    - c. Provide full documentation to Architect on request.
- B. Related Requirements:
  - 1. Coordinate related requirements specified in other parts of Project Manual including but not limited to the following:
    - a. Change Orders / General Conditions (AIA A201), Article 7; Applications for Payment; Construction Schedules; Schedule of Values; Substitutions and Product Options; Project Record Documents.
  - 2. Designate in writing the names of authorized members of Contractor's organizations who accept changes in the work and are responsible for informing other workers of the authorized changes.
  - 3. Contractor agrees; Architect approves; Owner authorizes.
- C. Definitions:

1. Change Order: See General Conditions (AIA A201) and Change Order Document (AIA G701).
2. Architect's Supplemental Instructions: Work order, instructions, or interpretations, signed by Architect making minor changes in the work not involving a change in Contract Sum or Contract Time.
3. Construction Change Authorization: Written order to the Contractor, signed by Owner, Architect and Contractor amending Contract Documents as described. This order authorizes Contractor to proceed with a change altering Contract Sum or Contract Time and is to be included in a subsequent Change Order.

D. Preliminary Initiation / Changes:

1. Changes may be initiated by Owner and Architect through a Proposal Request submitted to Contractor. Request will include:
  - a. Detailed description of Change, Products, and location of change in Project.
  - b. Supplementary or revised Drawings and Specifications.
  - c. Projected time span for making change.
    - 1) Statement as to whether overtime work is, or is not, authorized.
  - d. A specific period of time during which requested price will be considered valid.
  - e. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

E. Construction Change Authorization:

1. In lieu of Proposal Request, Architect may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in Change Order.
2. Authorization describes work change additions and deletions, with attachments of revised Contract Documents to define details and designate any change in Contract Sum and Contract Time.
3. Owner and Architect will sign and date as authorization to proceed with changes. General Contractor cannot be paid for the work until it is incorporated into a change order and signed by all parties.
4. Contractor signs and dates to indicate agreement with terms.

F. Documentation of Proposals and Claims:

1. Support each lump sum proposal quotation, and each unit price (not previously established) with sufficient substantiating data.
2. On request provide additional data to support time and cost computations:
  - a. Labor Required; Hours, Hourly Rate.
  - b. Equipment Required.
  - c. Products Required.
    - 1) Recommended source of purchase and unit cost.
    - 2) Quantities required of each material.

- 3) Material unit costs and extended price.
    - d. Taxes, Insurance, and Bonds.
    - e. Documented credit for work deleted from Contract.
    - f. Overhead and Profit. Article 7 Supplementary Conditions.
    - g. Justification for any change in Contract Time.
  3. Support each claim for additional costs, and time and material/force account work with documentation, as required for lump sum proposal. Include additional information:
    - a. Name of Owner's authorized agent who ordered work, and date of order.
    - b. Dates and times work was performed, and by whom.
    - c. Time record, summary of hours worked, and hourly rates paid.
    - d. Receipts and invoices for:
      - 1) Equipment used, listing dates and times of use.
      - 2) Products used, listing of quantities.
      - 3) Subcontracts.
  4. Document requests for substitutions for Products as specified.
- G. Preparation of Change Orders:
1. Architect will prepare Change Orders.
  2. Change Order Form: AIA Document G701.
  3. Change Order provides accounting of any Contract Sum and Contract Time adjustment.
- H. Lump Sum / Fixed Price Change Order:
1. Content of Change Orders will be based on, either:
    - a. Architect's Proposal Request and Contractor's responsible Proposal as mutually agreed between Owner and Contractor.
    - b. Contractor's Change Proposal, as recommended by Architect.
  2. Proper signatures (dated) authorize you to proceed with changes.
  3. Sign and date Change Order if you agree with terms.
- I. Unit Price Change Order:
1. Content of Change Orders will be based on, either:
    - a. Definition of extent of required changes.
    - b. Contractor's Proposal for change, as approved with appropriate signatures.
    - c. Survey of completed work.
  2. The amount of unit prices is to be:
    - a. Any stated in the Bid Form / Agreement.

- b. Those mutually agreed upon between Owner and Contractor.
- 3. When Change Order quantities can be determined prior to start of work:
  - a. Appropriate listed persons will sign and date as authorization for you to proceed.
  - b. Sign and date Change Order to indicate your agreement with terms.
- 4. When quantities cannot be determined prior to start of work the following procedures will be followed:
  - a. Appropriately signed and issued construction Modification Proposal will authorize you to proceed on unit price basis, and cite applicable unit prices.
  - b. At completion of change, Architect will determine cost of work based on unit prices and quantities used.
    - 1) Submit documentation establishing any claims for Contract Time change.
  - c. Architect signs and dates the Change Order establishing change in Contract Sum and Contract Time.
  - d. All pertinent listed parties sign and date Change Order indicating their agreement.
- J. Time and Material / Force Account Change Order / Construction Change Authorization:
  - 1. Appropriately executed and signed Change Order authorizes you to proceed.
  - 2. At completion of change, submit itemized accounting and supporting data as provided in Article "Documentation of Proposals and Claims" of this Section.
  - 3. All concerned sign and date Change Order and/or Construction change authorization establishing change in Contract Sum and Contract Time.
  - 4. Contractor signs and dates indicating his agreement.
- K. Correlation with Contractor's Submittals:
  - 1. Quarterly revise Schedule of Values and Request for Payment forms to record each change as a separate item of work. Record adjusted Contract Sum.
  - 2. Monthly revise Construction Schedule reflecting each change in Contract Time.
    - a. Revise sub schedules to show changes for other items of work affected by changes.
    - b. Upon completion of work under Change Order, enter pertinent changes in Record Documents.
- L. Distribution:
  - 1. Send copies to all concerned parties.
    - a. Change Orders:



- 1) Upon authorization, Owner transmits one signed copy each to Contractor and Architect.
- b. Construction Change Authorization:
  - 1) Distribution of Copies:
    - a) One to Owner.
    - b) One to Contractor.
    - c) One to Architect.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 012600

## SECTION 012900 - SCHEDULE OF VALUES AND PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Administrative and Procedural Requirements for the Schedule of Values and Payment Applications.

#### 1.3 SUBMITTAL

- A. Submit the Schedule of Values in PDF format via email to the Architect for review.
  - 1. Transmit under transmittal letter. Identify Project by title and by contract number.

#### 1.4 FORMAT

- A. Schedule of Values: Submit on AIA Document G703.
- B. For Specification Divisions 02 through 33 of the Project Manual follow the Table of Contents for minimum listing of schedule of values. Identify each line item by number and title of each specification section. Complex line items may be required to be listed in component parts of the line item.
  - 1. List material and labor costs on separate line items.
- C. For Specification Division 01 as a minimum include one line item for each of the following: mobilization, General Conditions, bonds and insurance, submittals, punch list correction, "record" drawings, O and M manuals, operation instructions and demobilization.
  - 1. Refer to the General Conditions of the Contract for limitations on mobilization and closeout line items

#### 1.5 REQUIREMENTS

- A. These requirements are in addition to the requirements found in the General Conditions of the Contract.

- B. Two weeks prior to submission of first Application and Certificate for Payment, submit schedule of values for each project to Architect and Owner for review.
- C. List installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for Progress Payments; as a minimum, provide at least one line item for each specification section. Round off values to nearest dollar.
- D. List guarantees / warranties as separate line items for each type of work, such as roofing, painting, etc. Show the value of each of these on the Schedule of Values.
- E. For each major subcontract or work of a specification section, list materials and installation as separate line items.
- F. Where the value of a line item exceeds \$50,000, break down item by major products or operations as separate line items.
- G. Line item listings shall each include a directly proportional amount of Contractor's overhead and profit.
- H. For items on which payments will be requested for stored products, list subcontractor values for cost of stored products.
- I. Include separate line item for Project Closeout. Cost for this item shall be either one-half of the Contractor's mobilization cost or 5 percent of the total Contract Amount, whichever amount is greater.

#### 1.6 APPLICATIONS FOR PAYMENT

- A. Applications for Payment: Submit on AIA Document G702.
- B. Preparation of Application for Each Progress Payment:
  - 1. Application Form:
    - a. Fill in required information.
      - 1) Include Change Orders approved prior to Application Submittal date.
      - 2) Fill in summary of dollar values to agree with respective total indicated on any continuation sheets.
      - 3) Sign by responsible officer of Contract firm.
      - 4) Sign all copies; no photocopies of signatures permitted.
      - 5) Indicate for each line item, the percentage of completion as reflected in the dollar value of completed work.
  - 2. Continuation Sheets:
    - a. Totally fill in all scheduled component work items. Show item number / scheduled dollar value / item / Schedule of Values.

- b. Fill in dollar value in each column for each scheduled line item.
  - 1) Round off values to nearest dollar. Tally Sheet.
  - 2) If no work has been performed enter zero.
- c. At end of continuation sheets, list each Change Order approved prior to submission date.
  - 1) List by Change Order Number, and description, as for an original component item of work.
- C. Post Addendums in field Specifications prior to first Progress Payment.
- D. Substantiating Data for Final Payment:
  - 1. When Owner or Architect requires substantiating data, submit suitable information, with cover letter.
  - 2. Submit one copy of data and cover letter for each copy of Application.
- E. Preparation of Application for Final Payment:
  - 1. Fill in application form, as specified, for progress payment.
  - 2. Use continuation-sheet for presenting final accounting statement, as specified: Project Closeout.
- F. Submittal Procedure:
  - 1. Submit Application for Payment at times stipulated in Agreement. Allow stipulated time for processing.
  - 2. Number: One (1) copy of each Application, unless otherwise directed at Pre-construction Meeting.
  - 3. When Architect finds Application properly completed and correct, they will transmit Payment Certificate to Owner.
  - 4. If Architect finds application improperly or incorrectly executed, an annotated copy is returned for NEW SUBMITTAL.
  - 5. Submit revised Progress Schedule with each Application for Payment.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Administrative and Procedural Requirements for:

1. Project Management.
2. Coordination.
3. Variations, Revisions and Clarifications.
4. Preconstruction Conferences.
5. Preinstallation Conferences.
6. Progress Meetings.
7. Coordination Meetings.

#### 1.3 PROJECT MANAGEMENT

- A. General: Provide direct, effective, experienced, cooperative, team-oriented, hands-on management of the Work including the daily construction operations on the Project site and that part of the Work that the Contractor chooses to delegate to Subcontractors / Suppliers.
  1. Project management personnel shall be employees of the Contractor and shall not be subcontracted or delegated to others.
  2. Project requires a fulltime project manager, superintendent and project engineer.
- B. Submittals:
  1. Refer to Section 013300 for submittal procedures.
- C. Superintendent: Employ a Project Superintendent (different person than the Project Manager) housed in a temporary office on the Project site to oversee, direct, and manage the construction of the Work and including, but not limited to, the following minimum characteristics and responsibilities:
  1. A good communicator, organized, effective and capable of managing multiple tasks, difficult personalities and tight deadlines without losing self- control or management effectiveness.
  2. Trained, knowledgeable and experienced in job site safety and shall be responsible for managing safety issues on site in conformance with Federal, State and Local regulations.

3. Superintendent shall become thoroughly familiar with the requirements of the Contract Documents before work is started.
  4. Responsible for executing the Work in conformance with the Construction Schedule specified in Section 013200 so that Project is completed on time.
  5. Oversee and direct the work of Subcontractors and suppliers and confirm they are conforming to the requirements of the Contract Documents.
  6. Jointly with the Project Manager, coordinate the Work of this Project as specified under "Coordination" in this section.
  7. Responsible for determining the means and methods used to execute the Work.
  8. Responsible for coordinating Work requiring independent inspection with the testing agency(s).
  9. Responsible for managing and controlling the quality of the Work (including work by Subcontractors) in conformance with the Contract Documents and good construction practice.
  10. Responsible for coordinating with the Authority having jurisdiction and Building Inspector(s) inspections and requirements.
  11. Responsible for coordinating with utility providers.
  12. Responsible for coordinating the final inspections required by Authorities having jurisdiction required for issuance of the Certificate of Occupancy.
  13. Responsible for inspecting the work jointly with the Project manager and preparing the Contractor's Punch List specified in Section 017800.
  14. Provide a Daily Report for each day on which work is performed on the job site on the Daily Report Form included at the end of this section and submit to the Owner and Architect the next day.
- D. Project Engineer: Employ a Project Engineer to support the work in the field including, but not limited to, the following minimum project management tasks:
1. Provide any task(s) required to support the construction of the Work and facilitate a planned, orderly and timely management of the Work.
  2. Computer Skills: Experienced in using Microsoft Word, Excel, Adobe Acrobat (PDF files) e-mail, and whatever scheduling software is employed.
  3. Submittal Review: Manage the submittal process specified in Section 013300 so that submittals are reviewed and materials / equipment ordered and delivered so as to avoid delay in the Project Schedule.
    - a. Review each submittal package for accuracy, completeness and conformance to the requirements of the Contract Documents.
    - b. Review submittals for the quantity of items, field dimensions, coordination with adjacent work, and coordination of information.
    - c. Apply Contractor's approval stamp to submittals before sending to Architect for review.
    - d. Pick up and deliver submittals when required to meet ordering deadlines.
    - e. Distribute submittals to Subcontractors and suppliers that have work that is affected by or requires coordination with the submittal.
  4. Coordination: Jointly with the Project Superintendent, coordinate the Work of this Project as specified under "Coordination" in this section.

5. Field Engineering: Provide coordination drawing, field engineering and detailing services as required convert the design concept shown on the Drawings and specified into installation drawings required to construct the Work.
  - a. Drawings may be hand drafted or drafted in AutoCAD / Revit.
  - b. Maintain a file of completed drawings; enter pertinent data onto as- built drawings.
  - c. Provide copy of drawings to Architect upon request.
6. Field Quality Control: Manage the various aspects of quality control for the Project including the following:
  - a. Inspect materials and equipment daily as they are delivered on site for conformance to the requirements of the Contract Documents and reviewed submittals; provide written notification of any non- conforming items to Subcontractor / Supplier responsible with copy to the Architect.
  - b. Inspect, monitor and document the work in progress for compliance with the Contract Documents; provide written notification of any non-conforming Work to Subcontractor / Supplier responsible with copy to the Architect.
  - c. Monitor geotechnical engineer and testing agency inspections and reports, take appropriate action to resolve any non-conforming work.
  - d. Coordinate and monitor site visits and inspections by manufacturer's representatives; take appropriate action to resolve any non-conforming work or coordination issues.
7. RFI Coordination: Manage the preparation and distribution of RFI including the following:
  - a. Review field questions to determine if they require an RFI or field engineering / coordination by Contractor
  - b. Assign consecutive number to each RFI issued.
  - c. Maintain up to date log of each RFI issued, listing date sent, date answer received and who RFI was distributed to.
8. Preinstallation Conferences: Schedule and lead pre-installation conferences specified in various sections of the Specifications and any other work category that requires coordination or review of technical requirements.
  - a. Keep minutes of the conference and send out meeting minutes to attendees.
  - b. Document any decisions made that modify or amend the requirements of the Contract Documents.
9. As-Built Drawings: Manage the preparation of the as-built drawings specified in Section 017800.
  - a. Coordinate Subcontractor as-built data incorporation into the as- built drawing set.
  - b. Maintain up-to-date as-built drawing set in the field office for review by Architect and Engineers upon request or at monthly payment request review.
10. Operation and Maintenance Manual Coordination: Manage the information collection and preparation of the operation and maintenance manuals specified in Section 017823.

11. Systems Start-Up / Shakedown: Coordinate the connection and testing of equipment / systems installed in the Project.
  - a. Confirm each Subcontractor's work is completed and final connections / adjustments made.
  - b. Coordinate connection and testing by Subcontractor responsible for equipment / system.
  - c. Confirm proper operation of equipment / system including each different option, accessory and feature after start-up.
  - d. Prepare a list of deficiencies and uncompleted items for equipment / systems and distribute to the Subcontractors responsible with copy to the Architect; manage completion / correction in timely manner.
12. Punch List Review: Together with the Project Superintendent, inspect the completed Work and prepare the Contractor's Punch List of deficiencies in the Work specified in Section 017800.
  - a. Manage the timely completion of Contractor's Punch List items.
  - b. Submit copy of Contractor's Punch List showing that items have been satisfactorily completed when notifying Architect that work is substantially complete and ready for Architect's punch list review.
  - c. Manage the timely completion of Architect / Consultant Punch List items.
  - d. Provide written notification to Architect when deficiencies noted in Architect / Consultant Punch List have been completed.

#### 1.4 COORDINATION

##### A. General Coordination:

1. Coordinate the Work of trades and other sections to ensure that elements of the work are installed in their proper sequence, without the need for unplanned modifications to the structure, building systems or work already installed.
2. Provide direct coordination of the Work; do not delegate coordination responsibility to any subcontractor.
3. Plan out the Work in advance and anticipate the interrelationships between each subcontractor and their relationship to the overall Project.
4. Provide the leadership, direction and decisions necessary to prevent subcontractor and supplier problems and disputes from affecting the Project Schedule or the quality of the work.
5. Coordinate scheduling, submittals and work of the various sections of Specifications to assure proper, efficient and orderly sequence of preparation and installation of interdependent construction elements, with provisions for accommodating items installed later.
6. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
7. Coordinate completion and cleanup of Work of separate sections in preparation for Completion and for portions of the work designated for Owner's occupancy or use.



8. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

B. Site Utilities Coordination:

1. Coordinate utility connection work with each utility provider, including schedule, layout and any special requirements of the utility provider.
2. Coordinate the work of trades to assure proper fit and the proper operation of systems and equipment.
3. Coordinate space requirements and installation of utility work. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
4. Lay out, work through and resolve any conflicts or problems involving site utility work that share the same space or require a special sequence of installation prior to starting any fabrication or installation. Provide coordination drawings wherever needed to maintain control of the installation in areas involving numerous trades.
5. Leave adequate space for maintenance access, by a normal size maintenance man, to equipment and items without the need for special equipment or removal of items that block access.

1.5 VARIATIONS, REVISIONS AND CLARIFICATIONS

- A. Variations, revisions and clarifications to the work not involving an adjustment to the Contract Sum or Contract Time will be confirmed in writing. These written confirmations may be included in the Project minutes, memos to the Contractor and Owner, e-mail correspondence, or in answers to written Requests for Information (RFI).
- B. Requests for Information (RFI) shall be submitted on the RFI form attached at the end of this Section. This form must be completely filled out as applicable by the Contractor prior to submission. Submit RFI via e-mail.
- C. Requests For Information (RFI) shall be limited to a single subject and discipline, do not submit RFI with multiple unrelated questions.
- D. Adhere to the requirements of the General Conditions of the Contract for any variations, revisions and / or clarification to the work that the Contractor believes will involve a change in the Contract Sum or Contract Time.
- E. For Shop Drawing variations conform to requirements of the General Conditions of the Contract and Section 013300.

1.6 PRECONSTRUCTION CONFERENCE

- A. Refer to Section 013119.

1.7 PROGRESS MEETINGS

- A. Refer to Section 013119.

1.8 PREINSTALLATION CONFERENCES

- A. Refer to Section 013119.

1.9 COORDINATION MEETINGS

- A. Refer to Section 013119.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

3.1 CUTTING AND PATCHING

- A. Execute cutting and patching Work and structural reinforcing in a manner to prevent damage to other Work and to provide proper surfaces for installation of repairs, penetrations through surfaces, or other items.
- B. For all new Work employ original installer or fabricator to perform cutting and patching for weather exposed or moisture resistance elements, fireproofing, and finished surfaces exposed to view.
- C. Provide cutting and patching for all existing work, where mechanical and electrical utilities or similar services extend beyond limits of work for new construction, to match existing.
- D. General: Provide and be responsible for all cutting, fitting, and patching required to complete the Work, or to:
  - 1. Make its several parts fit together and to provide for installation of ill-timed Work.
  - 2. Uncover portions of Work to provide for installation of ill-timed Work.
  - 3. Remove and replace defective Work.
  - 4. Remove and replace Work not conforming to Contract Document requirements.
  - 5. Remove samples of installed Work as specified for testing.
  - 6. Provide routine penetrations on non-structural surfaces for installation of piping.
- E. A. Project Conditions:
  - 1. Inspect existing conditions including elements subject to damage or movement during cutting and patching.
  - 2. After uncovering Work, inspect conditions affecting installation of products or performance of Work.

3. Report unsatisfactory or questionable conditions to Architect in writing. Do not proceed with Work until Architect provides further instructions.

END OF SECTION 013100

SKAGIT COUNTY JAIL PHYSICAL BARRIERS  
SKAGIT COUNTY  
MOUNT VERNON, WA

73-24145-00  
02 JUNE 2025  
BID SET

REQUEST FOR INFORMATION

TO: DLR Group Inc.  
ATTN :Chris Perez, [cperez@dlrgroup.com](mailto:cperez@dlrgroup.com)

ATTN: \_\_\_\_\_ RFI # \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

REFERENCE DRAWING OR SPEC: \_\_\_\_\_

SUBJECT OF RFI: \_\_\_\_\_

**DESCRIPTION:**

CONTRACTOR: \_\_\_\_\_ RESPONSE REQUESTED BY (DATE): \_\_\_\_\_

BY: \_\_ DATE: \_\_\_\_\_

PART 1 -

PART 2 - RESPONSE:

A/E: \_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_

This is not an authorization to proceed with work involving additional cost and / or time. Contractor shall obtain approval / authorization *prior to* proceeding with this work if the response in this RFI will result in additional cost and / or time.

## SECTION 013119 - PROJECT MEETINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Project Meetings, including:
  - 1. Preconstruction Conferences.
  - 2. Progress Meetings.
  - 3. Preinstallation Conferences.
  - 4. Coordination Meetings.

#### 1.3 PRECONSTRUCTION CONFERENCE

- A. Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Architect, but no later than 10 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
  - 1. Designation of personnel representing the parties in Contract and the Architect.
  - 2. Discussion of list of Subcontractors, list of Products, schedule of values and progress schedule.
  - 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
  - 4. Scheduling.
  - 5. Coordination with Owner.
  - 6. Testing and inspection coordination.
  - 7. Procedures for maintaining record documents.
  - 8. Requirements for start-up of equipment.
  - 9. Inspection and acceptance of equipment put into service during construction period.
  - 10. Contractor Safety.

#### 1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Sites at regular intervals. Notify the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and the Architect, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
  - 2. Review the present and future needs of each entity present, including the following:
    - a. Approval of minutes of previous meetings.
    - b. Review of Work progress since previous meeting.
    - c. Review work planned.
    - d. Review Project Schedule (4-week and Master CPM Schedule).
    - e. Review submittal schedules; expedite as required.
    - f. Review of Request for Information (RFI).
    - g. Review deliveries.
    - h. Review proposed changes.
    - i. Review technical and administrative questions / concerns from Contractor, Owner, Architect, Consultants.
    - j. Update on Building Dry Out Progress.
    - k. Review As-Built Drawings.
    - l. Field Observations.
- D. Four-Week Schedule:
  - 1. Prior to each meeting, prepare a four (4) week schedule showing work completed during the previous week, work that is in progress for the current week and work planned for the following two weeks. This four-week schedule, which is revised weekly by the Contractor, will be presented by the Contractor at the progress meeting and a copy will be given to the Architect and to the Owner at that time.
  - 2. In the event that a progress meeting is not scheduled for the current week, prepare the 4-week schedule and forward it to the Architect in the same week.
- E. Reporting:

1. Architect will administer the meeting, record decisions and actions from the meeting and send copies of meeting notes to Owner and Contractor.
2. The Contractor will be responsible to distribute copies to his field representative and to Subcontractors.
3. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

#### 1.5 PREINSTALLATION CONFERENCES

- A. When required in individual specification section or when Owner, Architect or Contractor determines the need, the Contractor shall convene a pre-installation conference at work site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Owner and Architect seven calendar days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes and distribute copies within two days after conference to participants.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.
- F. Schedule pre-installation conferences to occur immediately before or after the agreed on day / time for progress meetings.

#### 1.6 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special preinstallation meetings.
- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 013119

## SECTION 013200 - CONSTRUCTION SCHEDULES AND REPORTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Progress Schedules and Reports, including:
  - 1. Submittal Procedures.
  - 2. Contractor's Construction Schedule.
  - 3. Submittal Schedule.
  - 4. Special Reports.

#### 1.3 SUBMITTALS

- A. Prepare and submit proposed Construction Schedule to Owner and Architect as soon as possible after Notice to Proceed and prior to first Application for Payment.
  - 1. Submit schedule in both paper and digital computer formats acceptable to the Owner.
- B. Submit updated schedule with each Application for Payment or more frequent if required.
- C. Applications for Payment will not be processed until schedule is in conformance with requirements of the specifications.

#### 1.4 DISTRIBUTION

- A. Distribute copies of Construction Schedule to project site file, subcontractors, suppliers, Owner, Architect and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.
- C. Construction Office: Post a copy of the current Construction Schedule on the wall in the construction office where the job meetings will be held; suspend a moveable vertical line on the current date to facilitate review and discussion of schedule progress and issues at weekly job meetings.



1.5 GENERAL

- A. The intent of the Construction Schedule is to assist the Contractor in planning and execution of the Work in a timely manner and assist the Contractor, Architect and Owner in monitoring the construction progress for the purpose of coordination, communication, evaluation of Applications and Certificates for Payment, and evaluation of time extension requests.
- B. This section supplements the General Conditions and Special Conditions with additional schedule requirements, where conflicts exist, the most restrictive requirement shall govern.
- C. Any plan by the Contractor to complete the Work or any part of the Work earlier than any contract required milestone or specific completion date shall not be construed as creating any responsibility or liability for the Owner or Architect should their actions, or lack thereof, prevent the Contractor from achieving the planned early completion. The Owner and Architect shall not be liable to the Contractor for any costs or other damages if the Contractor is unable to achieve early completion of the Work before a milestone or completion date.
- D. Float Time: Float time is the amount of time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of a chain of activities on the CPM Schedule. Float time belongs to the Project and is not for the exclusive use or benefit of either the Contractor or the Owner; float time may be used by either the Contractor or Owner for offsetting delays. Use of float suppression techniques such as preferential sequencing, special lead / lag logic restraints, zero total or free float constraints, extended activity times or imposed dates shall be cause for rejection of the Construction Schedule or any revisions or updates.
- E. Scheduling Personnel: Contractor's shall employ scheduling personnel or consultant with a minimum of 5 years of experience using the proposed scheduling software on projects of similar size and scope. If requested, provide a list of scheduling experience with copies of the schedules.
- F. Schedule shall anticipate and include sufficient float time for weather dependent work tasks to allow for any delays due to normal inclement weather (defined as any inclement weather within the ten-year average of accumulated record mean values from climatological data compiled by the National Oceanic and Atmospheric Administration (NOAA), for the locale of the Project, over the full duration of the Contract Time).

1.6 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Construction Schedule:
  - 1. Schedule Methodology: Critical Path Method (CPM) for the planning, scheduling and reporting of the work required by this contract.
  - 2. Schedule Type: Precedence Diagramming Method (PDM).
  - 3. Acceptable Software Programs:
    - a. Microsoft Project.
    - b. Primavera Project Planner.

4. Schedule Sheet Size: 11-inches x 17-inches preferred if readable, no larger than 24-inches x 36-inches.
5. Schedule Contents: Schedule shall contain the following information:
  - a. Task ID number (numbered in ascending order, (e.g. 1, 2, 3, 4, etc.)
  - b. Task Name (activity), provide a two or three word description of each activity; identify each activity with the applicable Specification Section number (e.g. Carpet – 09 68 00).
  - c. Task Duration (e.g. 10 days).
  - d. Early Task Start Date (e.g. Mon 7/22/20).
  - e. Late Task Start Date (e.g. Mon 7/29/20).
  - f. Early Task Finish Date (e.g. Mon 7/22/20).
  - g. Late Task Finish Date (e.g. Mon 7/29/20).
  - h. Float Time (e.g. 7 days).
  - i. Predecessor Tasks.
  - j. Successor Tasks.
  - k. Calendar: List the Weeks, Months and Year(s) across top of each page of the schedule. Show a graphic task duration bar indicating the start and finish date corresponding to the calendar for each task.

B. Schedule Requirements: Include the following requirements:

1. List every work activity required to complete the Work in the Task Name column and include the following:
  - a. Task Name shall describe individual work activities in a defined area of the Project, not multiple work activities for the entire project, e.g. underslab plumbing rough-in – west wing instead of plumbing for the entire project. Provide as many activities as necessary to clearly show how the Project will be constructed within the time allowed.
  - b. Include completion and milestone dates as specified in Section 011000.
  - c. Include dates for submission of each submittal to Architect for review as required to assure materials / products / systems will be on site when required to allow conformance to the Project completion and milestone dates. When Architect's review time is critical to the Project completion schedule, identify the review return dates in the schedule.
  - d. Indicate date required for selection of colors and finishes as applicable.
  - e. Include product delivery dates, including those furnished and / or installed by separate contractors or the Owner.
  - f. Show dates when application for separate permits (i.e. fire alarm, fire sprinkler, etc.) will be made and when permit will be received.
  - g. Include dates for Contractor's Punch List review and Contractor's completion of punchlist items.
  - h. Include dates for Architect's Punch List review and Contractor's completion of punchlist items.
  - i. Show dates for pre-cover inspections and final inspections required by authorities having jurisdiction.
  - j. Include dates for preparation and submission of operation and maintenance manuals and project record drawings (minimum of 30 days before final

completion). Show Architect's review time and resubmittal of corrected manuals and drawings.

2. Keep individual tasks listed to short durations with limited scope of work (one to two weeks maximum) unless the task is dependent on several activities of longer duration.
3. Each task shall have a corresponding time duration bar to the right of the columns graphically showing the duration of each activity on the calendar.
4. Show complete sequence of construction by activity, identifying work of separate contractors or Owner required to complete the Work.
5. Graphically indicate each task that is on the critical path for completion (by color or pattern) on the task duration bar. Show the interrelationship of each critical path task to other critical path tasks by drawing arrows between the task duration bar finish and start points.
6. Include sufficient additional float time in the duration of those specific activities that are weather dependent (such as: underground utilities, pavement, painting, etc.) to prevent delaying critical path activities due to normal inclement weather based on the time of year the tasks are being accomplished and the corresponding historic weather data averages for those dates.
  - a. Weather related float time shall be calculated after late task finish date and shall be included in the critical path time calculation.
  - b. Identify additional weather-related time allowed in the duration or include as a separate task directly under the affected work task.

#### 1.7 UPDATING SCHEDULES

- A. Update the Construction Schedules monthly to reflect actual work activity dates accomplished and any revised work activity dates.
- B. Maintain Construction Schedules to record actual start and finish dates of activities as they are completed.
- C. Indicate progress of each activity at the time of the revision date. Update diagrams to graphically depict current status of Work.
- D. Indicate revision date on revised schedule.
- E. Show changes occurring since previous Schedule submission such as:
  1. Any major changes in scope;
  2. Activities modified since previous submission;
  3. Revised projections for progress and completion, as applicable;
  4. Any other identifiable changes.
- F. Provide narrative report as needed to define:
  1. Problem areas; anticipated delays; and impact on schedule.
  2. Corrective action to be taken by the Contractor to get the Project back on schedule. This report will define how and when the Contractor will accomplish this.

1.8 RECOVERY SCHEDULE

- A. Whenever completion of any critical path activity(s) extends beyond its late finish date or in any way jeopardizes timely completion of a Contract milestone date or completion date the Contractor shall prepare a recovery schedule showing how work activity start and finish dates will be revised to allow the completion of milestone and completion dates on schedule.
- B. Recovery schedule shall be prepared as soon as possible after discovery of any delay affecting critical path activity(s), but not longer than 7 days.

1.9 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 2 days of the date required for submittal of the Contractor's Construction Schedule.
  - 1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values and the list of products as well as the Contractor's Construction Schedule.
- B. Prepare the schedule in chronological order. Provide the following information:
  - 1. Scheduled date for the first submittal.
  - 2. Related Section number.
  - 3. Submittal category.
  - 4. Name of the subcontractor.
  - 5. Description of the part of the Work covered.
  - 6. Scheduled date for resubmittal.
  - 7. Scheduled date for the Architect final release or approval.
- C. Distribution: Following the Architect's response to the initial submittal, print and distribute copies to the Architect, Owner's representatives, subcontractors, and other parties required to comply with submittal dates indicated.
  - 1. Post copies in the Project meeting room and temporary field office.
  - 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.
- E. Field Correction Reports: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report. Include a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Architect immediately.

1.10 SPECIAL REPORTS

- A. General: Submit special reports directly to the Owner's representatives within one day of an occurrence. Submit a copy to the Architect and other parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List the chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner's representatives in advance when such events are known or predictable.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 013200

## SECTION 013233 - CONSTRUCTION PHOTOGRAPHS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Construction photography of work-in-progress and concealed as-built construction.

#### 1.3 GENERAL

- A. Provide photographs taken from locations coordinated with Owner's Representative.
- B. Photographer: Experienced in taking construction photography.
- C. Equipment: Photos shall be taken with digital camera equipment capable of meeting image size requirements listed below. Utilize a full range of lenses including wide angle and telephoto as appropriate.
- D. Video images may be acceptable for certain operations. Confirm with Project Manager.

### PART 2 - PRODUCTS

#### 2.1 CONSTRUCTION PHOTOGRAPHS

- A. Provide CD's containing photographs of construction progress on a monthly schedule.
- B. Provide photographs in the form listed below.

#### 2.2 PHOTOGRAPHIC SUBMITTALS

- A. Photographs shall be provided on a compact disc (CD) or via a method agreed to by the Architect, Owner and Contractor.
- B. Minimum JPEG image size shall be 1280 X 960 pixels.
- C. Photographs shall be representative of project progress, showing major work and critical concealed conditions.

- D. Submit each month's photographs with each monthly application for payment and schedule update.
- E. Label photograph files with project name and date of submittal. Each photograph shall be dated, labeled and be provided with a brief description identifying the location and direction the photo was taken. Date stamp using month / date / year format.

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. Take construction photographs beginning at Notice to Proceed and continuing through Substantial Completion.
- B. Take minimum of 50 photographs each month. Take additional photographs as needed to fully document the Work. Document the following with photographs:
  - 1. As-built concealed conditions that may benefit the Owner's future maintenance and operations activities. Take photographs (with a reference point) prior to cover or concealment.
  - 2. Underground pipe arrangements / valves / structures.
  - 3. Under-slab utility rough-in.
  - 4. Wall cavity utility routing prior to cover, take sequential photos of each length of framed wall after mechanical and electrical rough-in is completed.
  - 5. Above ceiling installation after ceiling support system installed, but prior to cover.
  - 6. Exterior elevations from each side / facet of building, take a series of photos from the same location each month.
  - 7. Site work, take a series of photos from the same location each month.
- C. The photograph record described above shall be considered minimum and shall not be deemed to limit the quantity or quality of the photographic record.

END OF SECTION 013233

## SECTION 013300 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Administrative and Procedural Requirements for Project Submittals.

#### 1.3 ADMINISTRATIVE SUBMITTALS

- A. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
- B. Permits.
- C. Applications for Payment.
- D. Performance and Payment Bonds.
- E. Insurance Certificates.
- F. List of Subcontractors.

#### 1.4 SUBMITTAL PROCEDURES

- A. Schedule submittals to expedite the Project. Transmit submittals in accordance with Construction Schedule and in such sequence to avoid delay in the Work. Coordinate submission of related items with schedule.
- B. Electronic Submittals – Format: Shop Drawings, Product Data, Certificates, Warranties and any similar submittals, other than physical samples, shall be provided as digital submittals in PDF format suitable for sending via electronic mail or downloaded from internet file transfer website.
- C. Submittal shall be submitted as one PDF and each item bookmarked to allow for efficient review.
- D. Organize submittals per specification section. Include all items listed in each specification section to facilitate one review by the Design team per specification section.



- E. PDF security permissions shall be formatted to allow printing, reviewing and editing functions by Architect and Owner using any PDF compatible computer program.
- F. When electronic submittals are required to be accompanied by a physical sample, the submittal will not be returned until both the electronic submittal and physical sample are reviewed.
- G. Contractor Shall:
- H. Review submittal for completeness before sending to Architect for review. Submittal shall have each of the items noted under the Submittals section in each specification section (Product Data, Drawings, Samples, Certifications, etc.).
  - a. Incomplete submittals will be returned "Not Reviewed" by Architect.
- I. Review and approve each submittal prior to submission to Architect.
- J. Include a review priority for Architect if multiple and / or large submittals are transmitted to Architect in the same week.
- K. Reproduce and distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions. Pay all costs for reproduction, distribution and materials.
- L. Coordinate submittals into logical groupings to facilitate inter-relation of the several items:
  - a. Finishes which involve Architect selection of colors, textures or patterns.
  - b. Associated items which require correlation for efficient function or for installation.
- M. Identify, in writing, variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- N. Accompany submittals with transmittal letter containing:
  - a. Date.
  - b. Project title and number.
  - c. Contractor's name and address.
  - d. Number of copies of Shop Drawings, Product Data and Samples submitted.
  - e. Identification of submittal as it relates to:
    - 1) Subcontractor / Supplier / Manufacturer:
      - a) Name.
      - b) Address.
      - c) Telephone number. Representative's name.
    - 2) Detail number and location in Construction Documents.
    - 3) Specification reference number and paragraph.
    - 4) Applicable Standards.
    - 5) Finishes.
    - 6) Identification of deviations from Contract Documents.

- O. Additional Information Required:
- P. Relation to adjacent structure or materials.
- Q. Fabrication methods, assembly, special installation requirements, accessories, fasteners and other pertinent information.
- R. Field dimensions, clearly identified.
- S. Coordination with other trades. Stamped and signed by affected trades.
- T. Distribution:
- U. Send submittals to Architect via electronic mail or from internet file transfer website.
- V. Architect will return reviewed submittals to Contractor and Owner via electronic mail or Architect's internet file transfer system.
- W. Send copy of Architect reviewed submittal to Subcontractors / Suppliers.

#### 1.5 SUBCONTRACTOR AND SUPPLIER LIST

- A. Prior to submission of First Application for Payment, submit complete list of subcontractors and suppliers to be used for the Work. Provide specification section identification number, addresses and telephone numbers for each listed subcontractor and supplier providing materials.

#### 1.6 SHOP DRAWINGS

- A. Present in clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail, schedule or room number of Contract Documents.
- B. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- C. Do not submit freehand drawings or hand drafted drawings.
- D. Shop Drawings requiring Code Agency Approval: Submit on format and media required by Approval Agency. Include information required by Project Documents and Approval Agency.

#### 1.7 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.

#### 1.8 SAMPLES

- A. Submit two samples of the specified color and texture for each product unless specified otherwise in individual specification sections; samples will be retained by Architect.
- B. Where a specific color has not been specified, submit full range of manufacturer's standard and special finishes except when more restrictive requirements are specified, indicating colors, textures and patterns, for Architect selection.
- C. Label each sample with identification required for transmittal letter.
- D. Field samples are to be maintained at the site of the Work and are to be removed after substantial completion unless directed otherwise.

#### 1.9 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification sections, submit manufacturer's certificate to Architect for review.
- B. Indicate material / product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material / product, but must be acceptable to Architect / Engineer.

#### 1.10 CALCULATIONS

- A. When specified in individual specification sections, submit calculations to Architect for review.

#### 1.11 CONTRACTOR REVIEW

- A. Coordinate submittals with requirements of the Work and Contract Documents.
- B. Apply Contractor's stamp with signature. The submittal signed by the Contractor certifies that the Contractor has reviewed the submittal for accuracy, completeness and compliance with the Contract Documents. It also certifies that the Contractor has verified products required, field dimensions, adjacent construction work, and coordination of information, in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature are rejected. Notify Architect in writing at time of submittal, of any deviations from requirements of Contract Documents.

1.12 RESUBMITTALS

- A. Revise and resubmit submittals as required, identify changes made since previous submittal.
- B. Shop Drawings, Product Data and Calculations:
  - 1. Revise initial drawings, data or calculations and resubmit as specified for the initial submittal.
  - 2. Indicate any changes which have been made including those requested by the Architect.
- C. Samples: Submit new samples as required.
- D. Architect reserves the right to charge the Contractor for reviewing non-responsive resubmittals.

1.13 ARCHITECT REVIEW

- A. Architect or their consultant(s) will review shop drawings, product data, calculations and samples and return submittals to Contractor.
- B. Architect's review is qualified by the following language included on the review stamp: "This review is only for general conformance with design concept of the Project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve the Contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is responsible for: dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of his or her Work with that of all other trades; and for performing all work in a safe and satisfactory manner".
  - 1. Any action shown is subject to Contract Document's requirements. Architect will mark the review submittal in one of the following boxes on review stamp:
    - ☐ Reviewed
    - ☐ Furnish as Corrected
    - ☐ Rejected
    - ☐ Revise and Resubmit
    - ☐ Submit Specified Item
- C. Architect / Engineer review of individual or separate items does not constitute review of assembly in which it functions.

SKAGIT COUNTY JAIL PHYSICAL BARRIERS  
SKAGIT COUNTY  
MOUNT VERNON, WA

73-24145-00  
02 JUNE 2025  
BID SET

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 013300

## SECTION 013554 - CONTRACTOR WORKING IN DETENTION FACILITIES WORK RULES

To ensure the safety and security of this facility, the following rules and information were created to instruct contractors and their employees on the proper procedures for working in county corrections facilities. These rules shall be adhered to at all times. Any violations of these rules could result in immediate work stoppage and termination of contract. Contractors are responsible for their employee's actions while inside and on the grounds of county detention facilities. Contractors and their employees shall also agree to and sign this document before working inside these facilities.

### 1.1 PROCEDURE FOR GAINING ACCESS TO SKAGIT COUNTY COMMUNITY JUSTICE CENTER (SCCJC)

#### A. Background Checks (BGC)

1. Any person or persons entering the secure parameter for performance of work/service or any other duties as outlined in the service agreement between SCCJC and the employer will be subject to a thorough BGC PRIOR to arrival. In cases of ongoing service contracts, this is generally a one time investigation subject to periodic review. Otherwise, specific project work or construction project may require another background worksheet at our discretion.
2. BGC forms (attached) must be completed and submitted NO LESS THAN FIVE BUSINESS DAYS PRIOR TO SCHEDULED WORK.
3. In the event of emergent conditions, we reserve the ability to waive this time requirement.

#### B. Key Issuance: For vendors or contractors that require a designated key set during the performance of their duties, there is a "Chit" program in place for issue, return, and tracking key sets. (A "Chit" is similar to a "Dog Tag")

1. Upon commencement of a service agreement, the vendor/contractor will be issued a pre determined number of company name stamped "Key Chit(s)".
2. Upon scheduled arrival, a designated escort will meet the vendor/contractor at a pre-designated location and escort them inside the facility. Once inside they will be escorted to Central Control where they will exchange their "Chit" for a key set.
3. Upon completion of the visit, the keys must be returned to Central Control and exchanged for the "Chit".

AT NO TIME ARE THE KEYS TO LEAVE THE FACILITY!

#### C. Escort:

1. Individuals entering the facility will be required to leave any and all communication devices and/or weapons in their vehicle prior to entering the facility regardless of permits or licenses. This includes pocket knives/multi-tool.
2. A "Vendor" or a "Contractor" badge will be issued and MUST BE WORN AND VISABLE AT ALL TIMES.
3. Individuals MUST STAY WITH THE ESCORT AT ALL TIMES.

4. If working in a secure area and able to be “Locked down” inside the work area, they must NOT leave the secured area without an escort. Methods of communication will be provided under these conditions.
5. All other behavior and conduct rules and guidelines are outlined in the attached document: Contractor section General Order 4.07.

D. Parking:

1. Parking is the responsibility of the vender unless specific arrangements are made in ADVANCE with our maintenance staff. The parking in front of SCCJC is privately managed and controlled by a private company.

1.2 WHAT FOLLOWS ARE A LIST OF DO’S AND DON’TS THAT YOU ARE REQUIRED TO FOLLOW AT ALL TIMES WHILE WORKING IN A DETENTION FACILITY. FAILURE TO DO SO SHALL RESULT IN IMMEDIATE TERMINATION.

1.3 BEHAVIOR EXPECTED OF CONTRACTOR AND CONTRACTOR’S EMPLOYEES

- A. Do not talk to any inmates. It is considered polite to respond to a cordial greeting like “Good Morning,” but do not stop to make conversation.
- B. When you are being approached by any escorted inmate(s); always stop what you are doing, take your equipment and move against the opposite side of the hall or room and place your equipment in front of you. Allow the inmate(s) to pass, with a Correctional Officer always occupying the space between you and the inmate.
- C. Never touch an inmate.
- D. Never pass anything to or take anything from an inmate.
- E. Never walk up behind or suddenly approach an inmate or any staff member.
- F. Never use any nick names with inmates or staff member. Treat everyone with respect.
- G. Contractors shall bring into the facility ONLY the tools, supplies and equipment required to do the work assigned. Lunch boxes, drink containers, etc., shall be left outside the detention areas.
- H. If you are about to use an elevator and a Correctional Officer and/or inmate are also about to do the same; always allow them to go first and wait for the next car. Do not ride with any inmates.
- I. In the event that you witness a disturbance, never interfere. Always do your job and allow the Officers to do theirs. Under no circumstances are you permitted to be involved in any interaction with inmates. The Officers are there to protect you; so if you get involved in an altercation, the officers must then protect both you and themselves. Do not put the Officer in this position.
- J. At all times in the correctional facility, you are required to wear your uniform and security identification.

- K. All personal I.D. and jewelry is to be left in your car prior to entering the facility or checked in at the reception area. Do not take any jewelry or personal effects into the facility.
- L. Never leave your tools and equipment unattended.
- M. Use only the approved products for your duties.
- N. All tools and equipment must be kept with you at all times. Your equipment could be used as a weapon.
- O. Prior to your shift, conduct an inventory of all your equipment. Do the same after completing each section of the facility. If anything appears to be missing, Find it!
- P. Follow any and all instructions given to you by a Corrections Officer.
- Q. At times you will be asked to leave an area before you are finished. Do so immediately and do not ask any questions. This is for your own safety.
- R. Before exiting an elevator or room, look both ways to ensure that the halls are secured and safe.
- S. At times you may be locked in an elevator or cell for your own protection. Do not resist or argue with the Officer.
- T. Follow all correctional facilities procedures for emergency evacuations and medical emergencies.
- U. Under no circumstances are you to engage in a threat of violence with an inmate, Correctional Officer or fellow employee.
- V. All doors to rest rooms, medical units, chaplain's office and custodial closets must be locked at all times. When working in these areas always lock the doors while you are inside and relock them upon their completion. These can be good hiding places for inmates; so protect yourself and others.

#### 1.4 GENERAL BEHAVIOR

A correctional facility for the most part can be safer than working alone on the street at night. However, at times a correctional facility can be a dangerous place. These instructions are for your protection and are to be followed to the letter. Always remember that this is an environment much different from your own and that you can never anticipate the actions of the inmates.

In the event that you identify an inmate that you have known prior to this assignment; do not make any attempt to acknowledge this individual. If they say "Hello" to you first, acknowledge them, and move on. Do not attempt to make any conversation. You are required to report the incident to your escort for instructions. In addition, you are to consider all conversations, documents, electronic data displayed, and all conversations that you hear and anything you see while in a correctional facility as viewed and recorded



You are never permitted to touch anything that is not yours, nor are you ever permitted to discuss your day's activity inside the facility with anyone. Confidentiality is paramount in maintaining the working relationship we have established within the facility.

When removing construction/repair related debris, any construction/repair debris outside the building is to be disposed of directly into the dumpster immediately! Absolutely no outside garbage is permitted to be taken back into the building.

Under NO circumstances are you permitted to leave any facility that you are working in with ANYTHING that is not the property of you or your company. This includes anything found in the garbage (i.e. soda cans, paper rolls, food, literature, ANYTHING) or anywhere in the facility.

\*\*\*IF YOU DID NOT COME TO WORK WITH IT, YOU DON'T GO HOME WITH IT!

I have read these rules and procedures and understand that failure on my part to follow all rules regarding working inside a correctional facility will result in the immediate termination of my contract.

---

Contractor

---

Date

---

Employee

---

Date

END OF SECTION 013554

## SECTION 014100 - REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Regulatory Requirements.

#### 1.3 APPLICABLE CODES AND STANDARDS

- A. Any specific reference in the Specifications to codes, regulations, reference standards, manufacturer's instructions or requirements of regulatory agencies shall mean the latest printed edition of each in effect at the date of submission of bids unless the document is shown dated.
- B. Perform the Work in conformance with the applicable requirements of all regulatory agencies including, but not limited to, the following:
  - 1. International Building Code (IBC).
  - 2. National Electrical Code (NEC).
  - 3. Uniform Plumbing Code (UPC).
  - 4. International Mechanical Code (IMC).
  - 5. Washington State Non-Residential Energy Code.
  - 6. Washington State Ventilation and Indoor Air Quality Code.
  - 7. Washington State Regulations for Barrier-Free Facilities.
  - 8. Americans with Disabilities Act (ADA).

### PART 2 - PRODUCTS – NOT USED

### PART 3 - EXECUTION – NOT USED

END OF SECTION 014100

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. References, including:
  - 1. Abbreviations.
  - 2. Symbols.
  - 3. Definitions.

#### 1.3 ABBREVIATIONS

- A. The following abbreviations of organizations may be used in the Contract Documents.

AAMA	Architectural Aluminum Manufacturer's Association
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWI	Architectural Woodwork Institute

BHMA	Builder's Hardware Manufacturers Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute
CS	U.S. Commercial Standard
DHI	Door and Hardware Institute
FGMA	Flat Glass Marketing Association
FM	Factory Mutual System
FS	Federal Specification
GA	Gypsum Association
IBC	International Building Code
ICC	International Code Council
MLSFA	Metal Lath / Steel Framing Association
NAAMM	National Association of Architectural Metal Manufacturers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association; National Forest Products Association
NWMA	National Woodwork Manufacturers' Association
NWWDA	National Wood Window and Door Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Contractors of America
PS	U.S. Product Standard
SDI	Steel Deck Institute; Steel Door Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.

SSPC	Steel Structures Painting Council
TCA	Tile Council of America
TPI	Truss Plate Institute
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WABO	Washington Association of Building Officials
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation
WWPA	Western Wood Products Association

1. Additional abbreviations, used only on the Drawings, are listed thereon.

#### 1.4 SYMBOLS

- A. Symbols, used only on the Drawings, are shown thereon.

#### 1.5 DEFINITIONS

- A. Terms used on the Drawings or in the Specifications in addition to those shown in General Conditions shall have the following meanings:

TERM	MEANING
As Directed	"By the Architect"
As Required	"By Code; by good building practice; by the condition prevailing; by Contract Documents; by Owner, or by Architect"
As Selected	"By Architect"
Equal	In the opinion of the Architect. The burden of proof of equality is the responsibility of the Contractor.
Furnish	"Supply and deliver to the Project ready for installation and in operable condition."

Install	"Incorporate in the Work in final position, complete, anchored, connected, and in operable condition."
NIC	Not in Contract
Project	Total construction of which Work performed under the Contract Documents may be the whole or a part.
Provide	"Furnish and install complete." When neither "furnish", "install", nor "provide" is stated, "provide" is implied.
Shown	"As indicated on the Drawings"
Specified	"As written in the Project Manual"

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 014200

## SECTION 014500 - QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Administrative and Procedural Requirements for Project Quality Control.

#### 1.3 REFERENCES

- A. Conform to the requirements of the referenced standards referred to in individual specification sections. Reference standards shall be the edition current as of the date of the Contract Documents.
- B. Obtain copies of reference standards that govern work performed on site.
- C. Should specified reference standards conflict with Contract Documents, the most stringent and restrictive requirement shall prevail except where Architect / Engineer provides other direction; request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- E. Americans with Disabilities Act (ADA).
- F. ICC / ANSI A117.1 – Accessible and Usable Buildings and Facilities.

#### 1.4 CONTRACTOR'S QUALITY ASSURANCE / CONTROL OF CONSTRUCTION

- A. Employ / assign quality control personnel to monitor the work of this project for conformance to the requirements of the Contract Documents and to good construction practices.
  - 1. Prior to starting their work, review the scope of work, performance requirements, materials and workmanship requirements with each trade and subcontractor.
  - 2. Review materials when delivered to the site for conformance to the Contract Documents and submittals.
  - 3. Monitor work in progress for conformance to the Contract Documents and submittals.
- B. Contractor is solely responsible for managing and controlling the quality of the work and conformance with the requirements of the Contract Documents.

- C. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by trained and experienced workers qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion and disfigurement.
- G. Inspections and reports issued by special inspector or testing laboratory do not relieve the Contractor from his responsibility to construct Work in conformance with the requirements of the Contract Documents.
- H. Contractor is responsible to review and confirm that substrate construction, site conditions and work by others complies with requirements of Contract Documents and manufacturer's requirements for subsequent work prior to installation or cover.

#### 1.5 ACCESSIBILITY REQUIREMENTS

- A. Accessibility Requirements: The accessibility requirements shown on the Drawings are required for conformance with the Americans with Disabilities Act (ADA) and ICC / ANSI A117.1. Strict conformance with the accessibility requirements shown on the Drawings is required for this project; non-conforming work will require correction at Contractor's expense.
  - 1. A copy of ICC / ANSI A117.1 shall be kept on the jobsite for reference during construction and reviewed to provide a full understanding of each accessible design requirement.
  - 2. Construction Tolerances: Typical construction tolerances common to the construction industry are not acknowledged or permitted by the Americans with Disabilities Act (ADA) and ICC / ANSI A117.1. Therefore, Work must be constructed within the strict accessibility requirements without any allowable construction tolerances.
- B. Submittal Review: Review submittals for conformance with the accessibility requirements of ICC / ANSI A117.1 shown on the Drawings; mark up submittals that have incorrect or missing accessibility requirements.
- C. Review with Workers: Review the accessibility requirements of ICC / ANSI A117.1 and the Drawings with workers performing work that is required to conform to the accessibility requirements of ICC / ANSI A117.1.
- D. Monitoring: Monitor the work of this project for compliance with the accessibility requirements of ICC / ANSI A117 shown on the Drawings.



- E. Inspection: Inspect the completed work that is required to conform to accessibility requirements for conformance with ICC / ANSI A117.1. Inspection shall require accurate measurements to confirm that dimensions, slopes and relationships shown on the Drawings have been constructed in accordance with accessibility requirements.

#### 1.6 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent the quality level of the Work.

#### 1.7 MOCK-UP

- A. Provide where specified.
- B. Assemble and install specified items, with specified attachment and anchorage devices, flashings, seals and finishes. Install complete full-scale mock-up of assembly at project site.
- C. Where mock-up is not a permanent part of the construction, remove at agreed upon time. Do not remove mock-up without Architect's approval.

#### 1.8 INSPECTION AND TESTING AGENCY SERVICES

- A. Owner will appoint, employ and pay for services of an independent inspection and testing agency to perform inspection and testing.
- B. The inspection and testing agency will perform inspections, tests and other services specified in individual specification sections, as noted on the Structural Drawings and as required by the Owner or Architect.
- C. Reports will be submitted by the inspection and testing agency to the Authority Having Jurisdiction, Architect, Engineer, Contractor and Owner, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Contractor's Responsibilities:
  - 1. Cooperate with inspection and testing agency personnel and facilitate their inspection / testing work on the project site.
  - 2. Coordinate the work and inspection / testing schedule directly with inspection and testing agency.
  - 3. Notify inspection and testing agency and Architect 24 hours minimum prior to expected time for operations requiring inspection / testing.
  - 4. Furnish inspection and testing agency with reviewed submittals, including concrete design mix, etc.
  - 5. Furnish safe access to the work requiring testing / inspection, samples of materials, equipment, tools, storage, electrical power and assistance as requested.

- 6. Make arrangements with inspection and testing agency and pay for additional samples and tests required for Contractor's use.
- 7. Correct / replace any work found by the inspection and testing agency to be not in conformance with the Contract Documents.
- E. Site visits and retesting required because of scheduling problems caused by the Contractor and / or non-conformance to specified requirements shall be performed by the same inspection and testing agency. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/ Price.

#### 1.9 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when required by field installation problems, questions or concerns, require material or product suppliers or manufacturers to provide qualified staff personnel to visit the jobsite and provide technical consultation, observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions.
- B. Representative to submit written report to Architect describing testing observations and recommendations. Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions shall also be included.
- C. Submit report in duplicate within 30 calendar days of observation to Architect for review.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's installation / assembly instructions in full detail, including each step in sequence.
- B. Substrates, Site Conditions and Work By Others shall conform to manufacturer's requirements:
  - 1. Inspect substrate, site conditions and work by others for conformance to manufacturer's requirements for material and condition prior to starting any work.
  - 2. Do not start work if substrate construction, site conditions or work by others does not comply with manufacturer's recommendations; report any problems to Contractor and Architect.
  - 3. Start of work / installation indicates installer's acceptance of substrate, site conditions and work by others as meeting manufacturer's requirements.
- A. Should manufacturer's instructions conflict with Contract Documents, request clarification from Architect before proceeding.

#### 1.11 MANUFACTURER'S CERTIFICATES

- A. When required in individual specification sections, submit manufacturer's certificate. Refer to Section 013300, paragraph entitled "Manufacturer's Certificates."

SKAGIT COUNTY JAIL PHYSICAL BARRIERS  
SKAGIT COUNTY  
MOUNT VERNON, WA

73-24145-00  
02 JUNE 2025  
BID SET

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Administrative and Procedural Requirements for Materials and Equipment related to:
  - 1. Transportation and Handling.
  - 2. Storage and Protection.
  - 3. Product Options.
  - 4. Substitutions.

#### 1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
- B. Provide interchangeable components of the same manufacturer, for similar components.
- C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

#### 1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide and pay for off-site storage and protection when site does not permit on- site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by naming a Manufacturer "or approved equal", or with a provision for Substitution Request: Submit a request for substitution for any manufacturer not named.
- D. Products Specified by "or approved equal" to a Listed Manufacturer: Products with same function and similar quality and features to listed manufacturer.
- E. Products Specified by "Similar To" a Listed Manufacturer: Products with same function and similar quality and features to listed manufacturer.

1.7 SUBSTITUTIONS

- A. Architect will consider requests for Substitutions up to 10 calendar days prior to bid opening date.
- B. Substitutions may be considered after contract award only when a product becomes unavailable through no fault of the Contractor, or when the Owner deems it to be in the Owner's best interest to do so.

1. Substitutions proposed to allow timely delivery due to Contractor's failure to order material / equipment on time will not be considered.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder / Contractor:
  1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  2. Will provide the same warranty for the Substitution as for the specified product.
  3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Will reimburse Owner for review or redesign services associated with re- approval by authorities.
  6. Has investigated and determined that the proposed substitution will meet code requirements.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, if they have not been previously approved.
- F. Substitution Submittal Procedure:
  1. All substitution requests shall be accompanied with the Substitution Request Form completely filled out. Substitution Request Forms are bound in the Project Manual in Section 016001. Limit each request form to one proposed substitution.
  2. Submit one complete set of substitution request forms and supporting data via mail or e-mail.
  3. Clearly indicate with red arrows on the supporting data the proposed substitution and accessories.
- G. Substitution Review Procedure: Because of the number of substitution requests typically received before bidding and the coordination required to review these, the following procedures will apply:
  1. Substitution requests received after the time specified in paragraph 1.07 A. will not be reviewed or listed in addenda.
  2. Substitution requests will be evaluated and the request form will be annotated in the column marked "For Use by Architect." It will then be retained in the A / E's file.
  3. The Substitution Request Form and submitted data will not be returned to the submitter. These forms are for the A / E's in-house use only.
  4. Only approved substitutions will be listed on addenda. All proposed substitutions not listed on addenda shall be considered by the submitter and the Contractor as a non-acceptable substitution and shall not be used.

SKAGIT COUNTY JAIL PHYSICAL BARRIERS  
SKAGIT COUNTY  
MOUNT VERNON, WA

73-24145-00  
02 JUNE 2025  
BID SET

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 016000

SECTION 016001 - SUBSTITUTION REQUEST FORM

SUBMITTED TO: Skagit County

PROJECT: Community Justice Center Physical Barriers

SPECIFIED ITEM:

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Section No.	Paragraph No.	Description of Specified Item
-------------	---------------	-------------------------------

The Undersigned requests consideration for the following substitution to that specified: PROPOSED  
SUBSTITUTION:

---

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ATTACHED DATA:

Include product description, specifications, drawings, photographs, performance, and test data as necessary for evaluation. Clearly identify proposed substitution and portions of data from other items where more than one item is described. Include description of changes to Contract Documents required by proposed substitution.

CERTIFICATION:

The Undersigned certifies that the following paragraphs are correct:

1. Proposed substitution does not affect dimensions shown on Drawings.
2. The Undersigned will pay for changes to building design, including engineering design, detailing, and construction costs, caused by requested substitution.
3. Proposed substitution will have no adverse effect on other trades, Construction Schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for proposed substitution.

Undersigned further states that function, appearance, and quality of proposed substitution are equivalent or superior to specified item.



SKAGIT COUNTY JAIL PHYSICAL BARRIERS  
SKAGIT COUNTY  
MOUNT VERNON, WA

73-24145-00  
02 JUNE 2025  
BID SET

SUBMITTED BY:

Signature \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Telephone (      ) \_\_\_\_\_

FAX (      ) \_\_\_\_\_

FOR USE BY ARCHITECT:

☐ Approved

☐ Approved as Noted

☐ Not Approved

☐ Received too Late

By \_\_\_\_\_

Date \_\_\_\_\_

Remarks \_\_\_\_\_

END OF SECTION 016001

## **SECTION 017000 - EXECUTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### **1.2 SECTION INCLUDES**

- A. General Procedural Requirements Governing Execution of the Work including, but not limited to, the following:
  - 1. Construction Layout.
  - 2. Field Engineering and Surveying.
  - 3. General Installation of Products.
  - 4. Progress Cleaning.
  - 5. Starting and Adjusting.
  - 6. Protection of Installed Construction.
  - 7. Correction of the Work.

#### **1.3 QUALITY ASSURANCE**

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the type required for this project.

### **PART 2 - PRODUCTS – NOT USED**

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Existing Conditions / Utilities: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of existing utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, telecommunications, and water-service piping; and underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Acceptance of Conditions: Start of work / installation indicates acceptance of existing conditions as not conflicting with the requirements of the Contract Documents or the design intent and being acceptable without any modification.

### 3.2 PREPARATION

- A. Coordination: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a Request for Information (RFI) to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.
  2. Establish horizontal layout as shown on the Control Plans included in the Drawings. Do not scale Drawings to obtain required dimensions.
    - a. Architect / Engineer will provide a digital drawing file of the Control Plans to the surveyor upon request, subject to surveyor's agreement to Architect / Engineer's standard release agreement.
    - b. Surveyor is responsible for verifying the data shown on the digital Drawing file prior to start of any construction operation as follows:
      - 1) Check the survey points shown from more than one control point.
      - 2) Verify the accuracy of the layout shown against the existing site conditions.

- 3) Verify that the relationships shown on Drawings between utilities, buildings and site improvements matches the actual survey relationships.
- c. Notify Architect of any discrepancies in the survey points shown on the digital Drawing file immediately and assist in resolving the discrepancy prior to installing the construction staking or start of any construction operation.
3. Inform installers of lines and levels to which they must comply.
4. Notify Architect when deviations from required lines and levels exceed the following tolerances:
  - a. Horizontal Layout: 1-inch in 400 feet
  - b. Vertical Layout: 0-inches
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect / Engineer.

### 3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect / Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect / Engineer before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

### 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- D. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- E. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- F. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each installed utility and piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Arrange for a factory-authorized service representative to inspect and repair any piece of equipment that does not function properly or cannot be made to operate as specified.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 017000

## SECTION 017800 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Administrative and Procedural Requirements for the Contract Closeout including:
  - 1. Closeout Procedures and Documents.
  - 2. Final Cleaning.
  - 3. Adjusting.
  - 4. Extra Stock.
  - 5. Spare Parts and Maintenance Materials.
  - 6. AHJ Approved Permit Drawing Set.
  - 7. As-Built Documents.
  - 8. Operation and Maintenance Data and Bonds and Warranties.
  - 9. Punch List.
  - 10. Final Adjustment of Accounts.

#### 1.3 CLOSEOUT PROCEDURES AND DOCUMENTS

- A. Comply with the General Conditions of the Contract.
- B. Submit draft As-Built Documents and draft Operations and Maintenance Data and Warranty documents prior to Substantial Completion.
- C. Submit final closeout documents as required for Project closeout.

#### 1.4 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion review and during the period between Substantial and Final Completion where punch list work causes waste, rubbish or debris.
- B. Clean surfaces exposed to view, remove temporary labels, stains and foreign substances. Follow manufacturer's recommendations for cleaning installed products.
- C. Clean equipment and fixtures to sanitary condition.
- D. Clean dirt and debris from drainage systems.

- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 ADJUSTING

- A. Adjust operating products and equipment in accordance with manufacturer's recommendations and specification section to ensure smooth and unhindered operation.

1.6 EXTRA STOCK

- A. Provide extra stock in quantities specified in individual specification sections.
- B. Make arrangements with the Owner's representative to deliver extra stock items, prior to final payment.
- C. Document receipt of extra stock by Owner's representative by listing each extra stock item and obtaining the signature of the Owner's representative for it. Include this document in Part 1 of the O and M Manual.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Make arrangements with the Owner's representative to deliver products, spare parts, maintenance and extra materials, prior to final payment.
- C. Document receipt of products, spare parts, maintenance and extra materials by Owner's representative by listing each product, spare part, maintenance and extra material item and obtaining the signature of the Owner's representative for it. Include this document in Part 1 of the O and M Manual.

1.8 AHJ APPROVED PERMIT DRAWING SET

- A. During construction, maintain Permit Set of drawings in good, clean condition and protect from damage or marks.
- B. After obtaining the Certificate of Occupancy, make arrangements with the Owner's representative to deliver AHJ approved Permit Set of drawings to the Owner for their permanent record, prior to final payment.
- C. Document receipt of Permit Set of drawings by Owner's representative by obtaining the signature of the Owner's representative for it. Include this document in Part 1 of the O and M Manual.



1.9 AS-BUILT DOCUMENTS

A. As-Built Documents shall consist of the following:

1. Contract Documents:
  - a. Contract Drawings with As-Built Revisions noted.
  - b. Reviewed Shop Drawings, Product Data and Samples.
2. Drawings of Contractor designed systems, (i.e. joists, trusses, fire sprinkler system, fire alarm system, controls system, etc.).

B. During Construction:

1. Maintain on-site throughout the construction period, one set of As-Built Documents and record actual revisions to the work on these documents. As-Built Documents and records specified below may be kept in electronic format with on-site access and with off-site weekly backup.
  - a. Store As-Built Documents separate from documents used for construction.
  - b. Record information concurrent with construction progress.
  - c. Contract Drawings: Legibly mark, cloud and flag each item to record actual construction including:
    - 1) Surveyed as-built conditions.
    - 2) Measured horizontal and vertical locations of underground utilities referenced to permanent surface improvements.
    - 3) Measured location of internal utilities concealed in construction, referenced to visible and accessible features of the work.
    - 4) Field changes of dimensions and detail.
    - 5) Details not on original Contract Drawings.

C. Prior to Contract Closeout: Prepare and submit As-Built Documents to the Architect as follows:

1. As-Built Document Content:
  - a. As-Built Utility Survey: Provide survey of site utility piping and structures with location and elevation, performed by a professional surveyor. Survey information shall be recorded on the Contract Drawings for inclusion in the As-Built Drawings.
  - b. As-Built Project Drawings: Drawings shall be in good, clean condition and legibly marked in red ink (red text) to show revisions and changes made during construction and as-built conditions. Mark or stamp bottom of each sheet "As-Built Drawings, Name of Construction Company, Date".
  - c. Contractor Designed Systems: Electronically update the contractor designed system drawings with as-built conditions. Mark or stamp bottom of each sheet "As-Built Drawings, Name of Construction Company, Date".
2. Draft Submittal:

- a. Submittals shall be submitted in the following packages:
    - 1) Civil.
    - 2) Landscape.
    - 3) Architectural.
    - 4) Structural.
    - 5) Plumbing.
    - 6) HVAC.
    - 7) Electrical.
  - b. Digital Copy: Submit a digital draft copy in with the content described below in PDF format for review by Architect / Engineer and Owner. The digital copy will be returned to Contractor with Architect / Engineer and Owner comments. Revise content of documents as required by Architect / Engineer and Owner comments prior to submitting final documents. Organize the submittal as follows:
    - 1) As-Built Survey: Provide one PDF file and label the file "As- Built Utility Survey".
    - 2) As-Built Project Drawings: Provide a separate PDF file for each discipline and label the file "As-Built\_Discipline". Each file shall have each page bookmarked and labeled to match the sheet numbers.
    - 3) Contractor Designed Systems: Provide one PDF file for each set of system Drawings and label each file per its content.
3. Final Submittal:
- a. Printed Copy (Hard Copy): Submit two (2) sets of revised documents. Organize the submittal as follows:
    - 1) As-Built Survey: Provide printed copy on 20 lbs. white paper.
    - 2) As-Built Project Drawings: Provide printed copy on 20 lbs. white paper in color so red ink (red text) is in color.
    - 3) Contractor Designed Systems: Provide printed copy of each set on 20 lbs. white paper.
  - b. Digital Copy: Submit a digital copy of the revised documents in PDF format. Digital copy shall be in color so red ink (red text) is in color and matches the format of the draft submittal.

1.10 OPERATION AND MAINTENANCE DATA AND BONDS AND WARRANTIES

- A. Operation and Maintenance Data: Refer to Section 017833.
- B. Bonds and Warranties: Refer to Section 017833.

1.11 PUNCH LIST

- A. Contractor Punch List: Upon completion of the Work, the Contractor shall walk- through each room / area in the building and around the entire exterior and site and prepare a punch list of each item of work that is not completed or does not conform to the requirements of the Contract Documents.
- B. Architect's Punch List: After completion of the punch list by the Contractor, provide written notice that the Work has been substantially completed and schedule a room by room punch list walk-through with the Architect and Owner to review the finished work and Contractor's punch list items.
  - 1. On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements.
  - 2. Any additional items of uncompleted or unacceptable work that are found during this walk-through shall be added onto the Punch List for completion / correction.
  - 3. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- C. The project budget provides for two final visits to the project site by the Architect / Engineer for performing a punch list review of the work. The first visit will be in response to the Contractor's notice of substantial completion of the Work and if necessary, the second will be after notification by the Contractor that punch list items and deficiencies noted during punch list review have been corrected.
- D. Should additional reviews by the Architect / Engineer be required due to the Contractor's failure to correct deficient work, the Owner will deduct the amount of Architect / Engineer compensation for re-review services from final payment to Contractor.

1.12 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to Architect.
- B. Reflect all adjustments to Contract Sum. Indicate following:
  - 1. The Original Contract Sum;
  - 2. Additions and deductions resulting from:
    - a. Previous change orders;
    - b. Alternates;
    - c. Unit price adjustments;
    - d. Deductions for uncorrected work;
    - e. Deductions for liquidated damages;
    - f. Deductions for additional review services;
    - g. Other adjustments;
  - 3. Total Contract Sum, as adjusted;
  - 4. Previous Payments; and

5. Sums remaining due.

- C. Prior to processing of Final Application and Certificate for Payment, all Closeout Documents including Project Record Documents, Operations and Maintenance Manuals and Warranty Binders must be submitted, reviewed and accepted by the Architect.

## PART 2 - PRODUCTS

### 2.1 BINDERS

- A. Binders: Binders shall be black and have heavy-duty durable vinyl covers on front, back and spine, and have heavy duty metal D-rings.
- B. Dividers: Similar to Avery Print-On Dividers, 8 Tab.

## PART 3 - EXECUTION – NOT USED

END OF SECTION 017800

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Operation and Maintenance Data.

#### 1.3 SCOPE OF WORK

- A. To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections.
- B. Related Work:
  - 1. Required contents of submittals also may be amplified in pertinent other Sections.

#### 1.4 SUBMITTALS

- A. Comply with applicable provisions of Section 013300.
- B. Submit one electronic (PDF) copy of a preliminary draft of the proposed Manual or Manuals to the Architect for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by the Architect, submit two printed copies of the final Manuals and one electronic (PDF) copy to the Architect prior to instruction of operation and maintenance personnel.

#### 1.5 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTIONS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:
1. Size: 8-1/2-inch x 11-inch.
  2. Paper: White bond, at least 20 lb wt.
  3. Text: Neatly written or printed.
  4. Drawings: 11-inch height (11x17) preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.
  5. Flysheets: Separate each portion of the Manual, by Specification Section, with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
  6. Binders: Commercial quality heavy-duty plastic or fiberboard 3-ring D-ring binders. All binding is subject to the Architect's approval.
  7. Measurements: Provide all measurements in U. S. standard units such as feet-and-inches, lbs, and cfm.
  8. Manuals shall be clearly identified on the cover with at least the following information:

### 2.2 OPERATING AND MAINTENANCE INSTRUCTIONS

(       )  
(   name and address of work       )  
\_\_\_\_\_

(       )  
(   name of contractor       )  
\_\_\_\_\_

(       )  
(   general subject of this Manual       )  
\_\_\_\_\_

(       )  
(   space for approval signature of       )  
\_\_\_\_\_

(       )  
(   the Architect and approval date       )  
\_\_\_\_\_

- A. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and re-assembly.
3. Complete nomenclature of all parts of all equipment.
4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor and all other data pertinent to procurement procedures.
5. Copy of all guarantees and warranties issued.
6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
7. Such other data as required in pertinent Sections of these Specifications.

### PART 3 - EXECUTION

#### 3.1 INSTRUCTION MANUALS

##### A. Preliminary:

1. Prepare a preliminary draft of each proposed Manual.
2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
3. Secure the Architect's approval prior to proceeding.

##### B. Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.

##### C. Revisions:

1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Architect.
2. If the Contractor is required by the Architect to revise previously approved Manuals, compensation will be made as provided for under "Changes" in the General Conditions.

END OF SECTION 017823

## SECTION 017833 - BONDS AND WARRANTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Bonds and Warranties.

#### 1.3 SCOPE OF WORK

- A. Compile specified certificates, bonds and similar certification.
- B. Compile specified services and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
  - 1. Submit to Architect on Contractor's letterhead. Architect reviews and transmits to Owner.
- E. Related Requirements:
  - 1. Coordinate related requirements specified in other parts of the Project Manual, including but not limited to following.
    - a. Operating and Maintenance Data with Section 017823.
    - b. Each respective Section as required.

#### 1.4 SUBMITTALS

- A. Assemble executed certificates, warranties, bonds, and any required service and maintenance contracts from the respective manufacturers, suppliers and subcontractors.
- B. Number of original signed copies required: One printed copy of each and one electronic copy (PDF) of each.
- C. Contents: Neatly type Table of Contents in orderly sequence. Furnish complete information for each item as follows:



1. Product or work item;
2. Firm, with name of principal, address, and telephone number;
3. Scope;
4. Date of beginning of warranty or service and maintenance contract;
5. Duration of warranty or service maintenance contract;
6. Information for Owner's personnel, including:
  - a. Proper procedure in case of failure;
7. Instances which might affect validity of warranty or bond.
8. Contractor, name of responsible principal, address, and telephone number.

## 1.5 FORM OF SUBMITTALS

### A. Prepare in duplicate, packets conforming to following requirements.

1. Size: 8-1/2-inch X 11-inch punched sheets for 3-ring binder. Fold larger sheets to fit into binders.
2. Binders: Commercial quality heavy-duty plastic or fiberboard 3-ring D-ring binders. All binding is subject to the Architect's approval.
3. Covers: Identify each packet with typed or printed title "WARRANTIES AND BONDS" and showing:
  - a. Title of Project.
  - b. Name of Contractor.

### B. Format / Warranties / Guarantees:

1. In addition to guarantees required by "General Conditions of Contract", furnish written guarantees warranting certain portions of work for longer periods.
2. Address them to Owner.
3. Submit through Architect on Contractor's letterhead before final payment and acceptance of work by Owner.
4. Where more than one subcontractor is involved, submit guarantee for each.

### C. Form of Guarantee for other specified installation:

1. I (We), (insert name of contractor), certify (insert name of trade or portion of work being guaranteed) installed by (insert name of appropriate subcontractor) on (insert name of job) located at (insert building/site name and address) is performed in strict accordance with Contract Documents. Further, I (We) guarantee this work to be (watertight, and without leaks) (other) caused by defects in materials and workmanship, for (fill in specific required guarantee period) years from (date of acceptance of work), and will repair, or replace, without delay, any defects in materials and workmanship discovered within guarantee period.

Sincerely,

(Name of Contractor / responsible principal / address/telephone number).  
Signed by Owner, Partner, or other person authorized to commit firm.)

1.6 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during progress of construction:
  - 1. Submit documents within ten days after final inspection and acceptance; or:
    - a. Otherwise make submittals within ten days after Date of Substantial Completion, prior to final request for payment.
- B. For items of work, where acceptance is delayed materially beyond the date of Substantial Completion, provide updated submittal within ten days after acceptance. List the date of acceptance as the start of the warranty period.

1.7 WARRANTY LENGTHS AND START DATES

- A. All materials, parts, and labor shall be warranted for a minimum period of (1) one year; unless greater lengths for specific sections are specified elsewhere within the Project Manual.
- B. Warranty periods shall begin on the date established as Substantial Completion.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION 017833

## SECTION 017900 DEMONSTRATION AND TRAINING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions and Divisions 00 and 01 Specification Sections, apply to work of this section.

#### 1.2 SECTION INCLUDES

- A. Demonstration and Training.

#### 1.3 SUMMARY

- A. Work requiring instruction of Owner's personnel is specified in individual Sections.
- B. Related Sections:
  - 1. Operation and Maintenance Data: Section 017823.

#### 1.4 COMMISSIONING

- A. Schedule instructional meeting or meetings within 2 weeks after Operation and Maintenance manuals have been accepted by the Architect.
- B. Prior to final inspection, fully qualified manufacturers' representatives shall fully instruct Owner's designated operating and maintenance personnel in operation, adjustment, and maintenance of equipment and systems.
- C. Basis of Instruction: Operation and maintenance manuals. Review contents of manuals with Owner's designated personnel, in full detail, to explain all aspects of operation and maintenance.

### PART 2 - PRODUCTS – NOT USED

### PART 3 - EXECUTION – NOT USED

END OF SECTION 017900

## SECTION 051200 - STRUCTURAL STEEL FRAMING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Structural steel.
2. Shrinkage-resistant grout.

#### 1.2 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.

#### 1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 ACTION SUBMITTALS

A. Product Data:

1. Structural-steel materials.
2. High-strength, bolt-nut-washer assemblies.
3. Anchor rods.
4. Threaded rods.
5. Shop primer.
6. Galvanized-steel primer.
7. Etching cleaner.
8. Galvanized repair paint.
9. Shrinkage-resistant grout.

- B. Shop Drawings: Show fabrication of structural-steel components.
  - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
  - 2. Include embedment Drawings.
  - 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
  - 4. Identify members not to be shop primed.
- C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide in accordance with AWS D1.1 for each welded joint whether prequalified or qualified by testing, including the following:
  - 1. Power source (constant current or constant voltage).
  - 2. Electrode manufacturer and trade name, for demand-critical welds.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and Fabricator.
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural-steel materials, including chemical and physical properties.
- E. Product Test Reports: For the following:
  - 1. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
  - 2. Tension-control, high-strength, bolt-nut-washer assemblies.
  - 3. Shear stud connectors.
- F. Survey of existing conditions.

#### 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU or is accredited by the WABO Steel Fabricator Registration Program. Refer Structural Drawings for Additional Information.
- B. Installer Qualifications: A qualified Installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
  - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
  - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
  - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Comply with applicable provisions of the following specifications and documents:
  - 1. ANSI/AISC 303.
  - 2. ANSI/AISC 360.
- B. Connection Design Information:
  - 1. Connection designs have been completed and connections indicated on the Drawings.
- C. Moment Connections: Type FR, fully restrained.

### 2.2 STRUCTURAL-STEEL MATERIALS

- A. Plate and Bar: ASTM A572, Grade 50
- B. Cold-Formed Hollow Structural Sections: ASTM A500 C structural tubing.
- C. Welding Electrodes: E70XX.

### 2.3 RODS

- A. Threaded Rods: ASTM A36.
  - 1. Nuts: ASTM A563.
  - 2. Washers: ASTM F436.
  - 3. Finish: Plain unless noted otherwise.

## 2.4 PRIMER

### A. Steel Primer:

1. Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.

## 2.5 SHRINKAGE-RESISTANT GROUT

- ### A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

## 2.6 FABRICATION

- ### A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.

1. Camber structural-steel members where indicated.
2. Fabricate beams with rolling camber up.
3. Identify high-strength structural steel in accordance with ASTM A6 and maintain markings until structural-steel framing has been erected.
4. Mark and match-mark materials for field assembly.
5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.

- ### B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.

1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.

- ### C. Bolt Holes: Cut, drill, or punch bolt holes perpendicular to metal surfaces. Provide standard holes unless otherwise indicated on the Drawings.

- ### D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.

- ### E. Steel Wall-Opening Framing: Select true and straight members for fabricating steel wall-opening framing to be attached to structural-steel frame. Straighten as required to provide uniform, square, and true members in completed wall framing. Build up welded framing, weld exposed joints continuously, and grind smooth.

- ### F. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.

1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

## 2.7 SHOP CONNECTIONS

- A. Weld Connections: Comply with AWS D1.1 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

## 2.8 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel in accordance with ASTM A123.
  - 1. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.
  - 2. Galvanize **all** structural steel exposed to the exterior including elements located in exterior walls.
  - 3. Galvanize all other steel noted as 'Galv' or 'Galvanized' on drawings.

## 2.9 SHOP PRIMING

- A. Shop prime steel surfaces, except the following:
  - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
  - 2. Surfaces to be field welded.
  - 3. Surfaces of high-strength bolted, slip-critical connections.
  - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
  - 5. Galvanized surfaces unless indicated to be painted.
- B. Surface Preparation of Steel: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces in accordance with the following specifications and standards:
  - 1. SSPC-SP 2.
- C. Surface Preparation of Galvanized Steel: Prepare galvanized-steel surfaces for shop priming by thoroughly cleaning steel of grease, dirt, oil, flux, and other foreign matter, and treating with etching cleaner or in accordance with SSPC-SP 16.
- D. Priming: Immediately after surface preparation, apply primer in accordance with manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.



## 2.10 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform shop tests and inspections.
  - 1. Allow testing agency access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
  - 2. Welded Connections: Visually inspect shop-welded connections in accordance with AWS D1.1 and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E165.
    - b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - c. Ultrasonic Inspection: ASTM E164.
    - d. Radiographic Inspection: ASTM E94.
  - 3. Prepare test and inspection reports.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated on Drawings.

### 3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.
- B. Maintain erection tolerances of structural steel within ANSI/AISC 303.
- C. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

1. Level and plumb individual members of structure.
2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.

D. Splice members only where indicated.

E. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1.

F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

### 3.4 FIELD CONNECTIONS

A. Weld Connections: Comply with AWS D1.1 and for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in ANSI/AISC 303 for mill material.

### 3.5 REPAIR

A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing, and repair galvanizing to comply with ASTM A780.

### 3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform special inspections as indicated on the Drawings and Chapter 17 of the Building Code.

1. Verify structural-steel materials and inspect steel frame joint details.
2. Verify weld materials and inspect welds.
3. Verify connection materials and inspect high-strength bolted connections.

END OF SECTION 051200

## SECTION 055050 – SECURITY FASTENERS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Security fasteners and anchors.
2. Maintenance tools and spare replacement fasteners.

B. Products specified under this Section may be provided and installed under other Sections

1. Division 05 Sections for Metals work using security type fasteners and anchors.
2. Division 07 Sections for Thermal and Moisture Protection work using security type fasteners and anchors.
3. Division 09 Sections for Finishes work using security type fasteners and anchors.
4. Division 10 Sections for Specialties work using security type fasteners and anchors.
5. Division 11 Sections for Equipment work using security type fasteners and anchors.

C. Related Requirements:

1. Section 055000 "Metal Fabrications" for non-security type fasteners and anchors.

#### 1.2 COORDINATION

- A. Coordinate security type fasteners and anchors with associated products, assemblies and equipment that they are used for.
- B. Coordinate installation of items fastened by or anchored with security type fasteners and anchors. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For all security type fasteners and anchors.

1. Product data for security type fasteners and anchors may be submitted as part of the specification Division and Section for which the fasteners or anchors will be used.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged for storage and identified with labels describing contents.

1. Maintenance Tools: Provide three (3) sets of tools for installing and removing security type fasteners, packaged for easy handling and storage.
2. Spare Replacement Fasteners: Provide 50 spare screws for each style, material and size of removable fasteners used on the project. Package in sturdy boxes marked with detailed information on each fastener type for ease of selection.

## PART 2 - PRODUCTS

### 2.1 SECURITY TYPE FASTENERS

#### A. Locations requiring Security Type Fasteners and anchors:

1. Exposed fasteners and anchors located within inmate accessible rooms and spaces, within reach range. Reach range is 10 feet above any surface a person could stand on, including but not limited to surfaces of floors, bunks, furniture, stairs, counters, and plumbing fixtures.
  - a. Exposed fasteners and anchors include, but are not limited to those located in door hardware, glass and glazing stops, toilet accessories, anchored furnishings, device cover plates, floor drain covers, electrical fixtures, etc.
  - b. Exposed fasteners and anchors located in inmate accessible exterior spaces, including but not limited to items located on ground or slab surfaces (area drain covers, clean out covers, manhole covers, etc.) and wall.

#### B. Security Type Fasteners, General: Unless otherwise indicated, provide Type 304 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

1. Provide stainless steel fasteners for fastening aluminum, stainless steel or nickel silver.
2. Provide bronze fasteners for fastening bronze.

#### C. Cast-in-Place Inserts in Concrete: Threaded type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel.

1. For use with Security Fasteners and Screws and/or Break-off Security Nuts and Bolts.

#### D. Non-Removable Security Fasteners and Bolts: Use for wall mounted furnishings, equipment, metal fabrications, etc. and where indicated.

##### 1. Break-off Security nuts and bolts:

- a. Steel: SAE\_1429 Grade 2, zinc plated with minimum yield strength of 57,000 psi and tensile strength of 74,000 psi.
- b. Stainless steel: Type 303 with minimum yield strength of 30,000 psi and tensile strength of 75,000 psi minimum.
- c. Acceptable manufacturer:

- 1) J.P. Ruklic Screw Co.
  - 2) Tanner Bolt and Nut Co.
- d. Threaded rod for use with nuts: ASTM A325 or A490 steel, diameter as required.
- E. Chemical Anchors: Use for all floor mounted furnishings, metal fabrications, detention enclosures, wire mesh partitions, etc. and where indicated.
1. Chemical anchor system consisting of threaded rod, breakoff security nut and epoxy adhesive.
    - a. Epoxy adhesive: ASTM C881, Type I, II, IV or V, Grade 3, Class A, B and C.
    - b. Threaded rod: ASTM A325 or A490 steel, minimum ½ inch (13 mm) diameter.
    - c. Breakoff security nuts as indicated above.
- F. Security Fasteners and Screws: Operable only by tools produced for use on specific type of fastener by fastener manufacturer or other licensed fabricator. Drive system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
1. Drive System Types: Pinned Torx-Plus or Pinned Torx.
  2. Socket Flat Countersunk Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F 835 (ASTM F 835M).
    - b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.
  3. Socket Button Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F 835 (ASTM F 835M).
    - b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.
  4. Socket Head Cap Fasteners:
    - a. Heat-treated alloy steel, ASTM A 574 (ASTM A 574M).
    - b. Stainless steel, ASTM F 837 (ASTM F 837M), Group 1 CW.
  5. Protective Coatings for Heat-Treated Alloy Steel:
    - a. Zinc chromate, ASTM F 1135, Grade 3 or 4; for exterior applications and interior applications where indicated.
  6. Acceptable Manufacturers for types indicated above: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Camcar Textron Inc.
    - b. Safety Socket Screw Corporation.
    - c. Tamper-Pruf Screws, Inc.
    - d. Tanner Bolt & Nut Co.
    - e. Bryce Fastener Co., Inc.

## 2.2 MISCELLANEOUS MATERIALS

- A. Thread Compounds: Provide thread compounds to ensure corrosion resistance and additional locking properties for security screw fasteners.
  - 1. Anti-seize compound: For use on stainless steel fasteners.
    - a. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Permatex, Anti-Seize Lubricant.
      - 2) Bostik, Never-Seez.
  - 2. Thread locker: For use as required to ensure tight securement and additional tamper resistance. Use only for seldom accessed threads such as window stops and detention furnishings. Do not use on detention grade hardware.
    - a. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      - 1) Permatex, Threadlocker Red.
      - 2) Loctite Threadlocker Red 271.
      - 3) 3M Scotch-Weld Threadlocker TL71.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Coordinate anchor sizes and types with items being fastened or anchored.
- B. Clean threads of fasteners and screw holes prior to installation.

### 3.2 INSTALLATION, GENERAL

- A. Chemical Anchors: Install in accordance with manufacturer's written instructions.
- B. Anti-seize and threadlocker compounds: Apply in accordance with manufacturer's written instructions.
- C. Non-Removable Security Fasteners and Bolts: Install in accordance with manufacturer's written instructions. Install to proper torque levels as recommended by manufacturer. Architect may require witnessing torque testing of fasteners and bolts.
- D. Security Fasteners and Screws: Install in accordance with manufacturer's written instructions. Install to proper torque levels as recommended by manufacturer. Architect may require witnessing torque testing of fasteners and bolts.

3.3 REPAIRS

A. Broken Fasteners:

1. Remove broken fasteners and repair substrate to allow installation of replacement fasteners. Do not leave broken fasteners in place.

END OF SECTION 055050

## SECTION 055963 - DETENTION ENCLOSURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Woven-rod-mesh assemblies.
- B. Related Requirements:
  - 1. Section 099123 "Interior Painting" for field painting of detention enclosures.

#### 1.3 COORDINATION

- A. Coordinate installation of anchorages for detention enclosures. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site .

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for detention enclosures.
- B. Shop Drawings: For detention enclosures.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Indicate location, plan, and dimension of each detention enclosure.
  - 3. Indicate type of steel for each detention enclosure component.
  - 4. Indicate requirements for cast-in anchors to be installed as work of other Sections.



- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of detention enclosure indicated.
  - 1. Include 12-by-12-inch cut-away corner section of woven-rod-mesh assembly, constructed of specified framing and woven-rod panel, showing fabrication techniques and workmanship.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and manufacturer .
- B. Welding certificates.
- C. Material Certificates: For tool-resisting steel indicating compliance with the performance requirements for complete test sequence according to applicable ASTM standard.
- D. Material Test Reports: For tool-resisting steel, by a qualified testing agency.
- E. Mill Certificates: For tool-resisting-steel rods used in woven-rod mesh assemblies, certifying that rods were fabricated from material with same chemical and physical properties as material used to fabricate tool-resisting-steel round bars.
- F. Examination reports documenting inspections of substrates, areas, and conditions.
- G. Anchor-inspection reports documenting inspections of built-in and cast-in anchors.
- H. Field quality-control reports documenting inspections of installed products.
  - 1. Field quality-control certification signed by Contractor and Detention Specialist.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For doors in detention enclosures to include in maintenance manuals.

#### 1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
  - 2. Tools: Provide two sets of tools for installing and removing security fasteners.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  - 2. AWS D1.3, "Structural Welding Code - Sheet Steel."
  - 3. AWS D1.6, "Structural Welding Code - Stainless Steel."

1.10 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of construction contiguous with detention enclosures by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 WOVEN-ROD-MESH ASSEMBLIES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. American Jail Products L.L.C.
  - 2. Kane Architectural Innovations.
  - 3. Peterson Detention Inc. (PDI).
  - 4. PSI LLC.
  - 5. Southern Folger Detention Equipment Company.
  - 6. Trussbilt.
  - 7. Willo Products Company, Inc.
- B. Main Framing: Formed from 1-1/2-by-2-1/2-inch built-up tubular steel consisting of an open channel with fixed concealment plates.
  - 1. Open Channel: Formed from 0.134-inch nominal-thickness steel sheet or channel with individual slots along inner edges to support woven-rod panels.
  - 2. Concealment Plates: Steel sheet to match open channel.
- C. Supplementary Framing: Formed from 2-inch-square by 3/16-inch- thick steel tubing.
- D. Braces: Formed from same material as main framing.
- E. Woven-Rod Panels: Formed from double crimped, 3/8-inch- diameter steel rod, woven horizontally and vertically into a rigid grille with rods at 3 inches o.c.
  - 1. Steel Rod: Homogeneous tool-resisting steel.

- F. Wall and Ceiling Anchors and Trim: Continuous 2-by-2-by-3/16-inch mild-steel angle with 2-by-3/16-inch mild-steel flat bar.
- G. Materials:
  - 1. Tool-Resisting-Steel Round Rods: Rods fabricated from material with same chemical and physical properties as tool-resisting-steel round bars.
  - 2. Mild-Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 3. Steel Sheet: Cold-rolled ASTM A 1008/A 1008M or hot-rolled ASTM A 1011/A 1011M, CS (Commercial Steel), Type B; suitable for exposed applications.
  - 4. Steel Tubing: ASTM A 501 or ASTM A 513, Type B unless otherwise indicated.
- H. Finishes:
  - 1. Exterior Locations:
    - a. Galvanized-Steel Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

## 2.2 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Coordinate dimensions and attachment methods of detention enclosures with those of adjoining construction to produce integrated assemblies with closely fitting joints and with edges and surfaces aligned unless otherwise indicated.
- C. Shear and punch metals cleanly and accurately. Remove burrs.
- D. Form and grind edges and corners to be free of sharp edges or rough areas.
- E. Form metal in maximum lengths to minimize joints. Form sheet-metal corners to smallest radius possible without causing grain separation or otherwise impairing the Work.
- F. Weld corners and seams continuously to comply with referenced AWS standard and the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
  - 5. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

- G. Provide for anchorage of type indicated; coordinate with supporting structure. Fabricate and space anchoring devices to secure detention enclosures rigidly in place and to support indicated loads. Build in straps, plates, and brackets as needed to support and anchor fabricated items to adjoining construction. Reinforce formed-metal units as needed to attach and support other construction.
- H. Cut, reinforce, drill, and tap detention enclosures as indicated to receive hardware, security fasteners, and similar items.
- I. Form exposed work true to line and level with accurate angles, surfaces, and straight sharp edges.
- J. Form exposed connections with hairline joints flush and smooth using concealed fasteners where possible. Use exposed security fasteners of type indicated or, if not indicated, flat-head (countersunk) security screws. Locate joints where least conspicuous.

## 2.3 FABRICATION OF WOVEN-ROD-MESH ASSEMBLIES

- A. Main Framing: Before inserting woven-rod panels, weld and grind smooth corners of open channel elements.
- B. Woven-Rod Panels: Insert panels symmetrically in main framing. Extend end of each rod at least 1 inch into main framing and, from inside of channel, weld into each slot where it contacts main framing.
- C. Concealment Plates: Weld plates to main framing with minimum 1 inch welds at minimum 10 inches o.c., staggered side to side and ground smooth, to form a fully enclosed tubular steel frame.
- D. Anchor Clips: For each enclosure panel, weld one anchor clip to secure side of main framing in line with vertical framing.
- E. Fabricate joints that will be exposed to weather in a manner to exclude water, and provide weep holes where water may accumulate.

## 2.4 SECURITY FASTENERS

- A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific type of fastener. Drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
    - a. Acument Global Technologies; Acument Intellectual Properties, LLC.
    - b. Bryce Fastener.
    - c. Tamperproof Screw Co., Inc.

- d. Tamper-Pruf Screws.
- 2. Drive-System Type: Pinned Torx-Plus or Pinned Torx.
- 3. Fastener Strength: 120,000 psi.
- 4. Socket Button Head Fasteners:
  - a. Heat-treated alloy steel, ASTM F 835.
  - b. Stainless steel, ASTM F 879, Group 1 CW.
- 5. Socket Flat Countersunk Head Fasteners:
  - a. Heat-treated alloy steel, ASTM F 835.
  - b. Stainless steel, ASTM F 879, Group 1 CW.
- 6. Socket Head Cap Fasteners:
  - a. Heat-treated alloy steel, ASTM A 574.
  - b. Stainless steel, ASTM F 837, Group 1 CW.
- 7. Protective Coatings for Heat-Treated Alloy Steel:
  - a. Zinc and clear trivalent chromium where indicated.
  - b. Zinc phosphate with oil, ASTM F 1137, Grade I, or black oxide unless otherwise indicated.

## 2.5 ACCESSORIES

- A. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.
- B. Cast-in-Place Anchors in Concrete: Fabricated from corrosion-resistant materials capable of sustaining, without failure, a load equal to four times the load imposed, as determined by testing according to ASTM E 488, conducted by a qualified testing agency; of type indicated below.
  - 1. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed; hot-dip galvanized according to ASTM A 153/A 153M or ASTM F 2329.
- C. Embedded Plate Anchors: Fabricated from mild-steel shapes and plates, minimum 3/16 inch thick; with minimum 1/2-inch- diameter, headed studs welded to back of plate.
- D. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of detention enclosures.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention enclosure connections before installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of detention enclosures.
- D. Verify locations of detention enclosures with those indicated on Shop Drawings.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION, GENERAL

- A. Install detention enclosures plumb, rigid, properly aligned, and securely fastened in place, complying with manufacturer's written recommendations.
- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing detention enclosures to in-place construction. Include threaded fasteners for inserts, security fasteners, and other connectors.
  - 1. Proprietary Built-in Masonry Anchors: Install integral with unit masonry. Comply with requirements in Section 042000 "Unit Masonry."
- C. Cutting, Fitting, and Placement: Obtain manufacturer's written approval for cutting, drilling, and fitting required for installing detention enclosures. Set detention enclosures accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- D. Provide temporary bracing or anchors in formwork for items that are to be built into adjacent construction.
- E. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- F. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.

3. Remove welding flux immediately.
4. Finish exposed welds and surfaces smooth and blended at exposed connections so that no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

### 3.3 INSTALLATION OF WOVEN-ROD-MESH ASSEMBLIES

- A. Wall and Ceiling Anchorage: Anchor continuous angle to walls and ceilings with 3/8-inch-diameter, security-type, double-expansion anchor bolts with "break-off" heads .
  1. Weld main framing to wall and ceiling angles with 1-inch welds at 12 inches o.c.
- B. Weld adjacent main framing members to each other with 1/4-inch-deep by 3/4-inch- long welds at 12 inches o.c. on both sides of framing.
- C. Provide supplementary framing at three-way connections and multiple-panel-height partitions. Weld main framing to supplementary framing with 1/8-inch fillet welds 1 inch long at 12 inches o.c. on both sides of framing.
- D. Provide additional field bracing as shown or as necessary for rigid, secure installation.

### 3.4 FIELD QUALITY CONTROL

- A. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.
- B. Remove and replace detention work if inspections indicate that work does not comply with specified requirements. Remove malfunctioning units; replace with new units.
- C. Perform additional inspections to determine compliance of replaced or additional work. Prepare inspection reports.

### 3.5 CLEANING AND PROTECTION

- A. Touchup Painting: Immediately after erection, clean bolted connections and abraded areas of shop paint, and paint exposed areas with same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Touchup Painting: Cleaning and touchup painting of bolted connections and abraded areas of shop paint are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas; repair galvanizing to comply with ASTM A 780.

END OF SECTION 055963

## SECTION 099123 - INTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Steel.
  - 2. Galvanized metal.
- B. Related Sections include the following:
  - 1. Division 05 Sections for shop priming of metal substrates with primers specified in this Section.
  - 2. Division 09 painting Sections for special-use coatings.

#### 1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.



#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
  - 3. VOC content.

#### 1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
    - b. Other Items: Architect will designate items or areas required.
  - 2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- B. MPI Standards:
  - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."

2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

#### 1.7 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

#### 1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Benjamin Moore & Co.
  2. Bennette Paint Mfg. Co., Inc.
  3. BLP Mobile Paint Manufacturing.
  4. California Paints.
  5. Cloverdale Paint.
  6. Color Wheel Paints & Coatings.
  7. Columbia Paint & Coatings.
  8. Coronado Paint.
  9. Davis Paint Company.
  10. Diamond Vogel Paints.

11. Dunn-Edwards Corporation.
12. Durant Paints Inc.
13. Duron, Inc.
14. Envirocoat Technologies Inc.
15. Farrell-Calhoun.
16. Flex Bon Paints.
17. Frazee Paint.
18. General Paint.
19. Griggs Paint.
20. Hallman Lindsay Quality Paints.
21. Hirshfield's, Inc.
22. ICI Paints.
23. Insl-x.
24. Iowa Paint Manufacturing Company, Inc.
25. Kelly-Moore Paints.
26. Kwal-Howells Paint.
27. M.A.B. Paints.
28. McCormick Paints.
29. Miller Paint.
30. Mills Paint.
31. Northern Paint.
32. PARA Paints.
33. Parker Paint Mfg. Co. Inc.
34. Porter Paints.
35. PPG Architectural Finishes, Inc.
36. Rodda Paint Co.
37. Sherwin-Williams Company (The).
38. Sico, Inc.
39. Sigma Coatings.
40. Smiland Paint Company.
41. Spectra-Tone.
42. Sterling Paint.
43. Tamms Industries, Inc.
44. Tower Paint.
45. Vista Paint.

## 2.2 PAINT, GENERAL

### A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

### B. Colors: As indicated on the drawings.

1. Ten percent of surface area will be painted with deep tones.

## 2.3 PRIMERS/SEALERS

- A. Alkali-Resistant Primer: MPI #3.
  - 1. VOC Content: E Range of E3.
- B. Interior Latex Primer/Sealer: MPI #50.
  - 1. VOC Content: E Range of E3.
  - 2. Environmental Performance Rating: EPR 3.

## 2.4 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
  - 1. VOC Content: E Range of E1.
- B. Waterborne Galvanized-Metal Primer: MPI #134.
  - 1. VOC Content: E Range of E2.
  - 2. Environmental Performance Rating: EPR 2.

## 2.5 LATEX PAINTS

- A. Interior Latex (Flat): MPI #53 (Gloss Level 1).
  - 1. VOC Content: E Range of E3.
  - 2. Environmental Performance Rating: EPR 2.5.
- B. High-Performance Architectural Latex (Semigloss): MPI #141 (Gloss Level 5).
  - 1. VOC Content: E Range of E0.
  - 2. Environmental Performance Rating: EPR 4.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Wood: 15 percent.
  - 3. Gypsum Board: 12 percent.

- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.

4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- I. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- J. Spray-Textured Ceiling Substrates: Do not begin paint application until surfaces are dry.
- K. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
  1. Mechanical Work:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.
    - d. Tanks that do not have factory-applied final finishes.
    - e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
    - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.

2. Electrical Work:

- a. Switchgear.
- b. Panelboards.
- c. Electrical equipment that is indicated to have a factory-primed finish for field painting.

F. Painting Door Numbers: Apply door numbers by painting 3-inch high block lettering.

1. Locate the door number centered above the door on the head of the door frame.
2. Apply door numbers at all doors except at Administration and Lobby areas where signage indicating door and/or room numbers is provided.

3.4 FIELD QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. High-Performance Architectural Latex System: MPI INT 5.1R.
  - a. Prime Coat: Alkyd anticorrosi metal primer.
  - b. Intermediate Coat: High-performance architectural latex matching topcoat.
  - c. Topcoat: High-performance architectural latex (semigloss).

B. Galvanized-Metal Substrates:

1. High-Performance Architectural Latex System: MPI INT 5.3M.
  - a. Prime Coat: Waterborne galvanized-metal primer.
  - b. Intermediate Coat: High-performance architectural latex matching topcoat.
  - c. Topcoat: High-performance architectural latex (semigloss).

END OF SECTION 099123



## SECTION 099600 - HIGH-PERFORMANCE COATINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:
  - 1. Interior Substrates:
    - a. Steel:
      - 1) Exposed Structural Steel.
    - b. Aluminum (not anodized or otherwise coated).
- B. Related Requirements:
  - 1. Section 051213 "Architecturally Exposed Structural Steel Framing" for shop priming of structural steel with primers specified in this Section.
  - 2. Section 099123 "Interior Painting" for general field painting.

#### 1.3 DEFINITIONS

- A. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D523.
- B. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523.
- C. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D523.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
  - 2. Indicate VOC content.

B. Sustainable Design Submittals:

1. Product Data: For paints and coatings, indicating VOC content.
2. Laboratory Test Reports: For paints and coatings, indicating compliance with requirements for low-emitting materials.

C. Samples for Initial Selection: For each type of topcoat product indicated.

D. Samples for Verification: For each type of coating system and each color and gloss of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Apply coats on Samples in steps to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

E. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Coatings: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each coating system.
  - a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft.
  - b. Other Items: Architect will designate items or areas required.
2. Final approval of color selections will be based on mockups.
  - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. PPG Paints; PPG Industries, Inc.
  - 3. Sherwin-Williams Company (The).
  - 4. Tnemec Company, Inc.
  - 5. Approved equal.
- B. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to products listed in the Exterior High-Performance Coating Schedule or Interior High-Performance Coating Schedule for the coating category indicated.

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
  - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
  3. Products shall be of same manufacturer for each coat in a coating system.
- C. VOC Content: For field applications that are inside the weatherproofing system, verify paints and coatings comply with VOC content limits of authorities having jurisdiction and the following VOC content limits:
1. Flat Paints and Coatings: 50 g/L.
  2. Nonflat Paints and Coatings: 50 g/L.
  3. Primers, Sealers, and Undercoaters: 100 g/L.
  4. Rust-Preventive Coatings: 100 g/L.
  5. Zinc-Rich Industrial Maintenance Primers: 100 g/L.
  6. Pretreatment Wash Primers: 420 g/L.
  7. Floor Coatings: 50 g/L.
  8. Shellacs, Clear: 730 g/L.
  9. Shellacs, Pigmented: 550 g/L.
- D. Low-Emitting Materials: For field applications that are inside the weatherproofing system, verify 90 percent of paints and coatings comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- E. Colors: As indicated on Drawings.

## 2.3 SOURCE QUALITY CONTROL

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:
1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  2. Testing agency will perform tests for compliance with product requirements.
  3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Fiber-Cement Board: 12 percent.
  - 3. Masonry (Clay and CMUs): 12 percent.
  - 4. Wood: 15 percent.
  - 5. Gypsum Board: 12 percent.
  - 6. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Plaster Substrates: Verify that plaster is fully cured.
- E. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- F. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer
  - 1. SSPC-SP 6/NACE No. 3.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.

### 3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
  - 1. Use applicators and techniques suited for coating and substrate indicated.
  - 2. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Coat backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
- C. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
  - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.

- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

### 3.6 INTERIOR HIGH-PERFORMANCE COATING SCHEDULE

#### A. Steel Substrates:

- 1. High Dispersion Pure Acrylic Polymer over Zinc-Rich Primer System:
  - a. Prime Coat: Primer, zinc-rich, epoxy.
    - 1) Tnemec Company, Inc.; Series 90-75 Tneme-Zinc.
  - b. Intermediate Coat: HDP Acrylic Polymer, matching topcoat.
  - c. Topcoat: High Dispersion Pure Acrylic Polymer, semi-gloss.
    - 1) Tnemec Company, Inc.; Series 1029, Enduratone.

END OF SECTION 099600

## SECTION 111985 – DETENTION SCREWS AND FASTENERS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Security fasteners and anchors.
  - 2. Maintenance tools and spare replacement fasteners.
- B. Products specified under this Section may be provided and installed under other Sections referenced to this section.
  - 1. Division 05 Sections for Metals work using security type fasteners and anchors.
  - 2. Division 07 Sections for Thermal and Moisture Protection work using security type fasteners and anchors.
  - 3. Division 09 Sections for Finishes work using security type fasteners and anchors.
  - 4. Division 10 Sections for Specialties work using security type fasteners and anchors.
  - 5. Division 11 Sections for Equipment work using security type fasteners and anchors.
- C. Related Requirements:
  - 1. Section 055000 "Metal Fabrications" for non-security type fasteners and anchors.

#### 1.3 COORDINATION

- A. Coordinate security type fasteners and anchors with associated products, assemblies and equipment that they are used for.
- B. Coordinate installation of items fastened by or anchored with security type fasteners and anchors. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For all security type fasteners and anchors.



1. Product data for security type fasteners and anchors may be submitted as part of the specification Division and Section for which the fasteners or anchors will be used.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged for storage and identified with labels describing contents.
  1. Maintenance Tools: Provide three (3) sets of tools for installing and removing security type fasteners, packaged for easy handling and storage.
  2. Spare Replacement Fasteners: Provide 50 spare screws for each style, material and size of removable fasteners used on the project. Package in sturdy boxes marked with detailed information on each fastener type for ease of selection.

## PART 2 - PRODUCTS

### 2.1 SECURITY TYPE FASTENERS

- A. Locations requiring Security Type Fasteners and anchors:
  1. Exposed fasteners and anchors located within inmate accessible rooms and spaces . Exposed fasteners and anchors include, but are not limited to those located in door hardware, glass and glazing stops, toilet accessories, anchored furnishings, device cover plates, floor drain covers, electrical fixtures, etc.
  2. Exposed fasteners and anchors located in inmate accessible exterior spaces, including but not limited to items located on ground or slab surfaces (area drain covers, clean out covers, manhole covers, etc.) and wall surfaces within 10-foot reach range from associated surface.
- B. Security Type Fasteners, General: Unless otherwise indicated, provide Type 304 stainless steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
  1. Provide stainless steel fasteners for fastening aluminum stainless steel or nickel silver.
  2. Provide bronze fasteners for fastening bronze.
- C. Cast-in-Place Inserts in Concrete: Threaded type unless otherwise indicated; galvanized ferrous castings, either ASTM A47/A47M malleable iron or ASTM A27/A27M cast steel.
  1. For use with Security Fasteners and Screws and/or Break-off Security Nuts and Bolts.
- D. Non-Removable Security Fasteners and Bolts: Use for wall mounted furnishings, equipment, metal fabrications, etc. and where indicated.
  1. Break-off Security nuts and bolts:

- a. Steel: SAE\_1429 Grade 2, zinc plated with minimum yield strength of 57,000 psi and tensile strength of 74,000 psi.
  - b. Stainless steel: Type 303 with minimum yield strength of 30,000 psi and tensile strength of 75,000 psi minimum.
  - c. Acceptable manufacturer:
    - 1) J.P. Ruklic Screw Co.
    - 2) Tanner Bolt and Nut Co.
  - d. Threaded rod for use with nuts: ASTM A325 or A490 steel, diameter as required.
- E. Chemical Anchors: Use for all floor mounted furnishings, metal fabrications, detention enclosures, wire mesh partitions, etc. and where indicated.
1. Chemical anchor system consisting of threaded rod, breakoff security nut and epoxy adhesive.
    - a. Epoxy adhesive: ASTM C881, Type I, II, IV or V, Grade 3, Class A, B and C.
    - b. Threaded rod: ASTM A325 or A490 steel, minimum ½ inch (13 mm) diameter.
    - c. Breakoff security nuts as indicated above.
- F. Security Fasteners and Screws: Operable only by tools produced for use on specific type of fastener by fastener manufacturer or other licensed fabricator. Drive system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
1. Drive System Types: Pinned Torx-Plus or Pinned Torx.
  2. Socket Flat Countersunk Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F 835 (ASTM F 835M).
    - b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.
  3. Socket Button Head Fasteners:
    - a. Heat-treated alloy steel, ASTM F 835 (ASTM F 835M).
    - b. Stainless steel, ASTM F 879 (ASTM F 879M), Group 1 CW.
  4. Socket Head Cap Fasteners:
    - a. Heat-treated alloy steel, ASTM A 574 (ASTM A 574M).
    - b. Stainless steel, ASTM F 837 (ASTM F 837M), Group 1 CW.
  5. Protective Coatings for Heat-Treated Alloy Steel:
    - a. Zinc chromate, ASTM F 1135, Grade 3 or 4; for exterior applications and interior applications where indicated.
  6. Acceptable Manufacturers for types indicated above: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. Camcar Textron Inc.
- b. Safety Socket Screw Corporation.
- c. Tamper-Pruf Screws, Inc.
- d. Tanner Bolt & Nut Co.

## 2.2 MISCELLANEOUS MATERIALS

- A. Thread Compounds: Provide thread compounds to ensure corrosion resistance and additional locking properties for security screw fasteners.

1. Anti-seize compound: For use on stainless steel fasteners.

- a. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1) Permatex, Anti-Seize Lubricant.
- 2) Bostik, Never-Seez.

2. Thread locker: For use as required to ensure tight securement and additional tamper resistance. Use only for seldom accessed threads such as window stops and detention furnishings. Do not use on detention grade hardware.

- a. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- 1) Permatex, Threadlocker Red.
- 2) Loctite Threadlocker Red 271.
- 3) 3M Scotch-Weld Threadlocker TL71.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Coordinate anchor sizes and types with items being fastened or anchored.
- B. Clean threads of fasteners and screw holes prior to installation.

### 3.2 INSTALLATION, GENERAL

- A. Chemical Anchors: Install in accordance with manufacturer's written instructions.
- B. Anti-seize and threadlocker compounds: Apply in accordance with manufacturer's written instructions.

- C. Non-Removable Security Fasteners and Bolts: Install in accordance with manufacturer's written instructions. Install to proper torque levels as recommended by manufacturer. Architect may require witnessing torque testing of fasteners and bolts.
- D. Security Fasteners and Screws: Install in accordance with manufacturer's written instructions. Install to proper torque levels as recommended by manufacturer. Architect may require witnessing torque testing of fasteners and bolts.

### 3.3 REPAIRS

- A. Broken Fasteners:
  - 1. Remove broken fasteners and repair substrate to allow installation of replacement fasteners. Do not leave broken fasteners in place.

END OF SECTION 111985