



1230 W Boone Avenue  
Spokane, Washington 99201

**INVITATION FOR BID**  
**2025-11057**

**PLAZA 1st FLOOR ROTUNDA TENANT IMPROVEMENTS**

**Issue Date: March 31, 2025**  
**Bid Due Date: April 21, 2025**  
**11:00 AM Pacific Time**

SECTION 00 – TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

<u>Section</u>	<u>Title</u>
001100	Advertisement for Bids
002100	Instructions to Bidders
003100	Project Description & Scope of Work
004200	Bid Submittal Checklist
004213	Bid Proposal Form
004215	Bid Response Form
004512	Bidder Responsibility Criteria
004546.E	Prevailing Wage Compliance Certification
005000	STA Public Works Construction Contract
007200.1	Public Works General Conditions
007300	Supplemental Conditions
007346.1	Washington Prevailing Wage Rates

DIVISION 02 – EXISTING CONDITIONS

024119	Selective Demolition
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DIVISION 03 THROUGH DIVISION 04

Not Used

DIVISION 05 – METALS

055000	Metal Fabrications
--------	--------------------

DIVISION 06 THROUGH DIVISION 07

Not Used

DIVISION 08 – OPENINGS

087100	Door Hardware
--------	---------------

DIVISION 09 – FINISHES

090001	Finish Legend
095100	Acoustic Ceilings
096513	Resilient Base and Accessories
096813	Tile Carpeting
098430	Sound-Absorbing Wall Units
099123	Painting

DIVISION 10 – SPECIALTIES

101419          Dimensional Letter Signage

END OF SECTION 00

SECTION 001100 – ADVERTISEMENT FOR BIDS

**ADVERTISEMENT FOR BIDS**

Sealed bids will be accepted for the following project:

Project No.: 2025-11057  
Project Title: Plaza 1st Floor Rotunda Tenant Improvements  
Agency: Spokane Transit Authority (STA)  
1230 W Boone Ave.  
Spokane, WA 99201  
Point of Contact: Jennifer Anderson, Procurement Coordinator  
[janderson@spokanetransit.com](mailto:janderson@spokanetransit.com)  
509-325-6024  
Public Bid Opening: 11:00 AM, April 21, 2025  
Spokane Transit Authority - Headquarters  
Meet in Lobby  
1230 W. Boone Avenue, Spokane, WA 99201  
Pre-Bid Walk-through: 11:00 AM, April 7, 2025  
Spokane Transit Authority Bus Plaza  
701 W. Riverside Avenue, Spokane, WA 99201  
Project Summary: This public works project consists of improvements to an approximately 1712 sf tenant space in STA’s Plaza. The tenant improvement will convert the space to an office. Improvements include the addition of electrical and data receptacles, secure access, changes to lighting, new flooring and moldings, acoustic panels, signage, and other architectural features.

Please direct all questions regarding this project to the Procurement Coordinator stated above.

Bidders may obtain electronic copies of plans and specifications from the Procurement Coordinator. Plans and specifications may be viewed at several local and regional plan centers.

State of Washington prevailing wage rates are applicable for this public works project located in Spokane County. Bidders are responsible to verify and use the most recent prevailing wage rates. The “Effective Date” for this project is the Bid Form due date above. The applicable prevailing wage rates may be found on the Department of Labor & Industries website located at:

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

No Bidder may withdraw their bid after the bid due date and time unless contract award is delayed for a period exceeding ninety (90) days.

The Agency reserves the right to accept or reject any or all bids and to waive informalities in the solicitation process.

Use of Minority and Women's Business Enterprise (MWBE) contractors and suppliers is encouraged, but not mandatory. Bidders may contact the Office of Minority and Women's Business Enterprise at <http://OMWBE.wa.gov/> to obtain information on certified firms. Bidders may also utilize Veteran-owned Businesses at <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses>.

Spokane Transit Authority is an Equal Employment Opportunity (EEO) organization which does not discriminate on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity, or presence of any sensory, mental or physical disability in the consideration of contract award. The successful Bidder will be required to comply with all federal, state and local EEO laws and regulations.

Spokane Transit Authority assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964. For more information, visit [www.spokanetransit.com](http://www.spokanetransit.com).

Upon request, alternative formats of this information will be produced for individuals with disabilities. The public bid opening facility is accessible for individuals using wheelchairs. For other accommodations, please call (509) 325-6094 (TTY WA Relay 711) at least forty-eight (48) hours in advance.

END OF SECTION 001100

Issue Date 3/31/2025

SECTION 002100 – INSTRUCTIONS TO BIDDERS

DEFINITIONS

- A. **Addenda** are written or graphic instruments, approved and issued by the Owner prior to the time designated for opening of bids, which amend, modify or interpret the solicitation documents by identifying additions, deletions, clarifications or corrections.
- B. **Alternate** or **Alternate Bid** is the amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in project scope or materials or methods of construction described in the solicitation documents is accepted.
- C. **Architect, Engineer** or **A/E** means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- D. **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the work described as the Base, to which work may be added or deducted from sums stated in Alternate Bids (if any).
- E. **Bid** is the submission of a complete and properly signed Bid Proposal Form together with a bid guarantee, when applicable, and the certifications and representations required to comply with this solicitation.
- F. **Bidder** is one who submits a Bid for a Contract with the Owner for the Work described in the construction documents.
- G. **Bid Proposal Form** is the form provided in Section 004213 of this solicitation.
- H. **Contract** is the formal written executed agreement between Owner and Contractor authorizing Contractor to perform the Work in accordance with the Contract Documents.
- I. **Contractor** is the Bidder who has been awarded a Contract to perform the Work in accordance with the Contract Documents.
- J. **Contract Documents** means the Advertisement for Bids, Instructions to Bidders, executed Bid Proposal Form and Bidder certifications, Contract, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Federal Terms & Conditions, Drawings, Specifications, any addenda and/or modifications thereof, any or all supporting documentation required by the above, special forms, or as requested by Owner.
- K. **Federal Assistance** means project funding provided, in whole or in part, by the US Department of Transportation, Federal Transit Administration (“FTA”).
- L. **Non-responsive Bid** means any Bid which fails to conform in all respects to the material requirements of this solicitation, imposes conditions which would modify requirements of this solicitation, or would limit a Bidder's liability to the Owner so as to give the Bidder an advantage over other Bidders as determined by the Owner.
- M. **Owner** means the Spokane Transit Authority, “STA” or its authorized representative with the authority to enter into, administer and/or terminate the Work in accordance with the Contract Documents, and make related determinations and findings.
- N. **Responsible Bidder** means a contractor who meets the criteria listed in RCW 39.04.350.
- O. **Unit Price** is an amount stated in the Bid as a price per unit of measurement or materials or services as described in the construction documents as defined in the General Conditions of the Contract.

## PART 1 - GENERAL

### 1.1 INTRODUCTION

- A. Scope of Work. The general description and scope of work for the project can be found in Section 003100 of this solicitation.
- B. Schedule. Work may begin when the Contractor receives a formal “Notice to Proceed.” Contractor shall proceed with promptness and dispatch and shall complete the project within **95** calendar days beginning on the day of commencement as stated in a Notice to Proceed.
- C. Public Records. Materials submitted in response to this competitive procurement shall become the property of Spokane Transit Authority. All received Bids shall be deemed public records as defined in Chapter 42.56 RCW *Public Records Act*. Any information in the Bid that the Bidder desires to claim as confidential and exempt from disclosure under the provisions of state law shall be clearly designated as “Confidential”. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Bid exempt from disclosure will not be honored. STA will consider a Bidder’s request for exemption from disclosure; however, STA will make a decision predicated upon state law and regulations. If any information is marked as Confidential in the Bid, it will not be made available until the affected Bidder has been given a reasonable opportunity to seek a court injunction against the requested disclosure. STA assumes no liability for disclosure of Confidential material submitted by Bidders. Bid submittals shall be considered public documents under applicable Washington state law and shall be available for inspection and copying by the public, except to the extent portions of the submittals are otherwise protected under applicable law. Each Bidder will be responsible for protecting any disclosure of its submittal under applicable law.
- D. Request for Information. Any prospective Bidder desiring an explanation or interpretation of this solicitation, drawings, specifications, etc., must submit a request in writing to the A/E seven (7) calendar days before the bid due date. Oral explanations or instructions given before the award of Contract will not be binding. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders by addendum to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.
- E. Disadvantaged Business Enterprise. STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual agency goal for Disadvantaged Business Enterprise (DBE) participation in its contracting opportunities. In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, STA encourages participation in all of its contracts by Minority Business Enterprises (MBE), Women Owned Business Enterprise (WBE), and Minority Women Owned Business Enterprise (MWBE) firms certified by the Office of Minority and Women’s Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a contractor submitting bids. However, unless required by federal statutes, regulations, grants or contract terms referenced in the Contract Documents, no preference will be included in the evaluation of Bids, no minimum level of DBE/MBE/WBE/MWBE participation shall be required as a condition for receiving an award, and Bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the Contract Documents will apply.

## 1.2 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be: (1) submitted on the Bid Proposal Form, or copies thereof, furnished by Owner or Owner’s agent, and (2) signed in ink. The person signing a Bid must initial each change appearing on any Bid Proposal Form. If the Bid is made by a corporation, it shall be signed by the corporation’s authorized designee. The address of the Bidder shall be typed or printed on the bid form in the space provided.
- B. The Bid Proposal Form may require Bidders to submit bid prices for one or more items on a varying basis, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items 1 through 3 above.
- C. If the solicitation includes alternate bid items, failure to provide a price on any Alternates may disqualify the Bid. If bidding on all items is not required, Bidders should insert the words “No Bid” in the space provided for any item on which no price is submitted.
- D. Substitute bid proposals will not be considered unless this solicitation authorizes their submission.

## 1.3 BID PRICES

- A. The bid prices shown for each item on the Bid Proposal Form shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.
- B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.
- C. The Bidder agrees to hold all Bid prices for ninety (90) days from date of bid opening.

## 1.4 ADDITIVE OR DEDUCTIVE BID ITEMS

- A. The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for the Base Bid, plus Alternates selected by the Owner, and within funds available for the project.
- B. The Bidder agrees to hold all Alternate prices for ninety (90) days from date of bid opening.

## 1.5 TAXES

- A. Bid prices shall not include Washington State Sales Tax (“WSST”). However, all other taxes imposed by law shall be included in Bid prices. The Owner will include WSST in progress payments. The Contractor shall remit applicable WSST to the Department of Revenue and shall furnish proof of remittance to the Owner if requested.
- B. NOTE: Contractor must bond for total contract amount including WSST.

## 1.6 BID GUARANTEE

- A. When the sum of the Base Bid plus all Alternates is \$35,000.00 or less, a bid guarantee is not required. When the sum of the Base Bid plus all Alternates is greater than \$35,000.00, a bid guarantee in the amount of five percent (5%) of the Base Bid amount is required. Failure of the Bidder to provide a bid guarantee when required shall render the Bid non-responsive.

- B. Acceptable forms of bid guarantee are: A bid bond, U. S. postal money order, or certified check or cashier's check made payable to Spokane Transit Authority. The Owner will return bid guarantees (other than bid bond) to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. The bid guarantee of the successful Bidder will be returned to the successful Bidder with its official notice to proceed with the Work.
- C. The Bidder will allow ninety (90) days from the bid opening date for acceptance of its Bid by the Owner. The Bidder will return to Owner a signed Contract, insurance certificate and requisite bond(s) or bond waiver within fifteen (15) days after receipt of the Contract. If the apparent successful Bidder fails to sign all contract documents, provide the bond and insurance as required, or return the documents within fifteen (15) days after receipt of the Contract, the Owner may terminate the award of the Contract.
- D. In the event a Bidder discovers an error in its Bid following the bid opening, the Bidder may request to withdraw its Bid under the following conditions:
  - 1. Written notification is received by the Owner within twenty-four (24) hours following bid opening.
  - 2. The Bidder provides written documentation of the claimed error to the satisfaction of the Owner within seventy-two (72) hours following the bid opening.

The Owner will approve or disapprove the request for withdrawal of the Bid in writing. If the Bidder's request for withdrawal of its Bid is approved, the Bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the Bidder's bid guarantee.

#### 1.7 ACKNOWLEDGEMENT OF ADDENDA

Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the Bid Proposal Form. Failure to do so may result in the bid being declared non-responsive.

#### 1.8 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and road; (3) uncertainties of weather, river stages, tides or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work. The Bidder also acknowledges that it has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this solicitation. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.
- B. If Bidder is unable to attend the scheduled pre-bid meeting, please contact STA to arrange a separate site visit. **Bids submitted by Bidders that have not either attended a pre-bid meeting or inspected the sites in the presence of STA staff will be considered non-responsive.**

### 1.9 PREVAILING WAGE

- A. The Work for this project constitutes a public work under RCW 39.04 *Public Works*. In accordance with RCW 39.12 *Prevailing Wages on Public Works*, the Contractor shall pay the highest prevailing wage rate by trade or occupation as specified by the State of Washington, Department of Labor and Industries.
- B. If this Project is subject to Federal Assistance, the Contractor shall pay the *greater* of prevailing wages paid in accordance with the Davis Bacon and Related Acts or RCW 39.12 *Prevailing Wages on Public Works*. See Section 007200.1 *Public Works General Conditions*.

### 1.10 SUBMISSION OF BIDS

- A. Bids must be submitted on or before the time specified in the Advertisement for Bids or as extended by written addenda to this solicitation.
- B. Bids shall be submitted in a sealed envelope addressed to the office specified in the Advertisement for Bids. Oral, telephonic, electronic or facsimile bids are invalid and will not receive consideration. The envelope shall have printed on the outside:
  - 1. The project number and description.
  - 2. The name and address of the Bidder.
  - 3. Identification as Bid Proposal.
- C. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the Bid or Bid modification not received prior to the times specified, per the designated bid clock, will not be considered and the Bid will be returned to the Bidder unopened.
- D. A Bid may be withdrawn in person by the authorized representative of the Bidder before bid opening. The representative of the Bidder will be required to show ID and sign the bid summary sheet before the Bid will be released to Bidder.
- E. Individuals with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner ten (10) working days prior to the scheduled bid opening.

### 1.11 CONSIDERATION OF BIDS

- A. Owner shall have the right to reject any or all Bids, to reject Bids considered non-responsive, including but not limited to, Bids not accompanied by any required bid guarantee, Bidder certifications or data required by the solicitation, or a Bid not signed by the Bidder's authorized representative.
- B. The Owner shall have the right to waive any informality or irregularity in any Bid received.
- C. In the event that a single Bid is received, Owner will conduct a cost/price analysis of the Bid. This analysis will compare the price and quality of the proposed equipment with that involved in recent similar purchases with similar specifications made by this or other governmental agencies in an attempt to determine the competitive integrity of the submitted Bid.

## 1.12 BID RESULTS

After the bid opening, Bidders may obtain bid results from the Owner.

## 1.13 RESPONSIBLE BIDDER

- A. To be considered a “Responsible Bidder”, at the time of Bid submittal, Bidders must meet all requirements specified in Section 004512 *Bidder Responsibility Criteria*.
- B. Supplemental Responsibility Criteria: In addition to the mandatory Bidder responsibility criteria, the Owner may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a project which the Bidder must meet. Where applicable, such supplemental criteria shall be attached to this solicitation.
1. At least seven (7) days prior to the bid submittal deadline, a potential Bidder may request the Owner modify the supplemental responsibility criteria. The Owner will evaluate the information submitted by the potential Bidder and respond before the Bid submittal deadline. If the evaluation results in a change of the supplemental responsibility criteria, the Owner will issue an addendum to this solicitation identifying the new and/or modified criteria.
  2. Upon Owner’s request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided may render the Bid non-responsive.
  3. Upon request of the Owner, a Bidder whose Bid is under consideration for award of Contract shall submit promptly satisfactory evidence of his/her financial resources, experience, organization, and equipment available for performance of the Contract on AIA Form A305 “Contractor’s Qualification Statement” or similar form approved by the Owner.
- C. Not-responsible Bidder Notification.
1. If the Owner determines that the apparent low Bidder is not responsible, the Owner will notify the Bidder of its preliminary determination in writing.
  2. Within three (3) days after receipt of the preliminary determination, the Bidder may withdraw its Bid or request a hearing where the Bidder may appeal the preliminary determination and present additional information to the Owner.
  3. The Owner will schedule a hearing within three (3) working days of receipt of the Bidder’s request. The hearing members will include a STA Executive or their designee, and Project Manager.
  4. The Owner will issue a final determination after reviewing information presented at the hearing.
  5. If the Owner determines a Bidder to be not responsible, the Owner will provide, in writing, the reasons for the determination. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a Contract with any other responsible Bidder until two (2) business days following submittal of the final determination to the not responsible Bidder.
  6. The Owner’s final determination is specific to this project and will have no effect on other or future projects.

## 1.14 CONTRACT AWARD

- A. The Owner will evaluate Bid responsiveness and responsibility.

1. A Bid will be considered responsive if it meets the following requirements:
  - a. It is received at the proper time and place.
  - b. It meets the stated requirements of this solicitation.
  - c. It is accompanied by a bid guarantee, when required.
2. A Bid will be considered responsible if it meets the following requirements:
  - a. It is submitted by a licensed/registered contractor within the state of Washington at the time of bid opening and is not banned from bidding on Public Works projects as determined by the Department of Labor and Industries; and
  - b. It meets the mandatory responsibility criteria established in RCW 39.04.350 for prime contractors and subcontractors and an overall accounting of the supplemental responsibility criteria established for the project.
- B. The Owner reserves the right to accept or reject any or all Bids and to waive informalities.
- C. The Owner may negotiate Bid price adjustments with the low responsive Bidder, including changes in the Contract Documents, to bring the Bid within the available funding per RCW 39.04.015.
- D. The apparent low Bidder, for purpose of award, shall be the responsive and responsible Bidder offering the low aggregate amount for the Base Bid plus selected Alternates and meeting all other bid submittal requirements.
- E. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the Bidder.
- F. The Contractor must purchase and maintain insurance coverages as stated in Section 007200.1 *General Conditions*.
- G. Note: AIA Payment Bond and Performance Bond forms (A312) are required. These forms will not be provided by the Owner.

#### 1.15 CONTRACT DOCUMENTS

- A. The Contract Documents under which it is proposed to execute this work consists of all material bound herein, plus any addenda incorporated into the documents.
- B. The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the Work. Any person contemplating the submission of a Bid shall have thoroughly examined all of the various parts of the Contract Documents, and should there be any doubt as to the meaning or intent of the Contract Documents, the Bidder should request in writing to the A/E at least seven (7) working days prior to bid opening, an interpretation thereof. Any interpretation or change in the Contract Documents will be made only in writing, in the form of an addendum to the Contract Documents and will be furnished to all prospective Bidders receiving a set of documents, who shall indicate receipt of same in the space provided on the Bid Proposal Form. The Owner will not be responsible for any other explanation or interpretation of said documents.

#### 1.16 DISCREPANCIES & CONTRACT DOCUMENT REVIEW

- A. The intent of Spokane Transit Authority and Federal Funded Project Contract Documents is to describe a complete Project. These Contract Documents are complimentary. What is required by one part of the Contract Documents shall be binding as if required by all.

- B. In the event of a discrepancy between Spokane Transit Authority and Federal Funded Project Contract Documents, the Contractor will use the Contract Document that imparts the highest cost to their Bid and/or longest delay in their schedule. It is the responsibility of the Contractor to bring these discrepancies to the attention of the Architect as soon as they are discovered.

#### 1.17 PROTEST PROCEDURES

STA maintains a set of protest procedures. If any Bidder desires this information, it may be obtained by calling STA's Senior Procurement Manager, at (509) 325-6032.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION 002100

## SECTION 003100 – PROJECT DESCRIPTION AND SCOPE OF WORK

### PROJECT DESCRIPTION

This public works project consists of improvements to an approximately 1712 sf tenant space in STA's Plaza. The tenant improvement will convert the space to an office. Improvements include the addition of electrical and data receptacles, secure access, changes to lighting, new flooring and molding, acoustic panels, signage and other architectural features.

### PROJECT LOCATION

Spokane Transit Authorities' downtown hub, the Plaza, located at 701 W. Riverside Avenue, Spokane, WA 99201

### PROJECT SCHEDULE

Work may begin when the Contractor receives a formal "Notice to Proceed." Contractor shall proceed with promptness and dispatch and shall complete the project withing 95 calendar days beginning on the day of commencement as stated in a Notice to Proceed.

### PROJECT EXCLUSIONS

Procurement, installation and programming of the following secure access items: secure access wiring, electric hinges, door magnets, and card reader.

### PROJECT GENERAL SCOPE OF WORK

The project shall generally consist of:

1. Attend a pre-construction meeting on site with STA.
2. Provide submittals immediately upon execution of the contract starting with long lead items.
3. Finalize project schedule and safety plan for review with STA.
4. Obtain and pay for the city of Spokane Building Permit. This fee will be a direct reimbursement, not included in your bid price or contract value, paid to the contractor by STA with no markup.
5. Obtain and pay for all trade permits required for the work (to be included in your bid price).
6. Establish and maintain jobsite work area barriers, safety measures, and posting of all documents as required by LNI and permit copies.
7. Perform selective demolition activities as per plan and specification. Any demolition activity that exceeds acceptable noise levels (>80decibels sustained) will need to be performed after the facility is closed to the public, between 11:50 p.m. and 4:30.a.m.
8. Install all new electrical and data receptacles as per plan and specifications.
9. Install new lighting as per plan and specifications.
10. Install metal perforated panels as per plan and specifications.
11. Repaint the tenant space as per plan and specifications.
12. Install new carpet and moldings as per plan and specifications.
13. Install signage as per plan and specifications.
14. Make repairs and recenter signage at Customer Services, as per plan and specifications.

15. Install conduit runs for the secure access and complete tie-in at the panel. Coordinate with secure access contractor, Everon Security, contracted with STA.
16. Install acoustic features as per plan and specification.
17. Perform any startup and testing as needed.
18. Record all “as-built” information for delivery to the Owner as required for final closeout.
19. Provide digital O&M manual with all warranties, product data/cut sheets, paint color data, etc.
20. Provide all spare parts, gallons of paint, etc., as dictated by the specifications.
21. The above is intended to be a general snapshot of the effort anticipated and work to be performed. All work to be completed as shown and specified on the associated plans, specifications and Invitation for Bid package for the project.

#### PROJECT-SPECIFIC NOTES

- All work shall meet or exceed all applicable codes, utility locating, rules and regulations, as set forth by the City of Spokane, Spokane County and the State of Washington.
- Contractor is responsible for the supply of all equipment, materials and labor, and otherwise do all things necessary for or incidental to completion of the Project.
- Contractor is responsible for making arrangements for staging of materials and equipment, if necessary.
- Contractor shall be responsible for the removal of all trash and waste materials from this project. All items that are disposed of shall be approved by the Project Manager and/or designee. Damages resulting from Contractor negligence shall be repaired immediately at no cost to STA. The Contractor shall take all precautions necessary to protect private property and the public during the construction period.
- All work will be subject to inspection and acceptance by STA’s project manager or their designee prior to payment.
- STA reserves the right to increase or decrease the amount of related services listed in the scope of work for a fairly negotiated price.

END OF SECTION 003100

SECTION 004200 – BID SUBMITTAL CHECKLIST

This checklist ***must be completed in its entirety, executed and included*** with the submittal of your signed Bid Proposal Form. By executing below, the Bidder attests all referenced forms are accurate, complete and fully executed. Failure by Bidder to properly complete, execute and include this checklist and all referenced forms with its Bid Proposal Form shall render the Bid non-responsive and shall be grounds for rejection of the Bid.

CHECKLIST

- Section 004200 Bid Submittal Checklist
- Section 004213 Bid Proposal Form
- Section 004215 Bid Response Form
- Section 004512 Bidder Responsibility Criteria
- Section 004546.E Certificate of Wage Compliance
- Bid Guarantee See subsection 1.6 of Section 002100 Instructions to Bidders.
- Bid submitted in a sealed envelope identifying the following on the front of the envelope:
  - Project Name: Plaza 1st Floor Rotunda Tenant Improvements
  - Contract Number: 2025-11057
  - Bidder Name: XXX
  - Bidder Address: XXX

If Bid is submitted via mail, the sealed envelope required above shall be in addition to the envelope used for mailing.

STATEMENT OF COMPLIANCE

The undersigned has reviewed and fully understands the required Bid Documents and this Bid Submittal Checklist and certifies that all required documents, as marked herein and required by the specifications, are included in its Bid Proposal.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

END OF SECTION 004200

**SECTION 004213 – BID PROPOSAL FORM**

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

Each Bid item below shall constitute an offer to STA as outlined herein. By executing below and submitted its Bid, Bidder acknowledges no Bidder may withdraw its Bid after the hour and date set for the bid opening except as permitted by Section 002100, Instructions to Bidders.

STA reserves the right to accept or reject any or all Bids within ninety (90) days of the Bid Due Date. Bidder understands and agrees any additional taxes, permits, bonds, business licenses, contractor registrations, prevailing wages, certifications and fees, and any other ancillary charges, as applicable, have been included in the respective Bid item.

**Basis of Award.** The “Lowest Bid” shall be lowest sum of the Base Bid and accepted Alternates, if any. Award of Contract, if any, shall be to the responsive and responsible Bidder submitting the Lowest Bid.

In compliance with the Contract Documents, the following Bid Proposal is submitted:

<b>BASE BID</b>	
\$ _____	
(Please print dollar amount in space above)	DO NOT INCLUDE Washington State Sales Tax
<b>TRENCH EXCAVATION SAFETY PROVISIONS</b>	
\$ {Not applicable on this project}	
(Please print dollar amount in space above)	\$ amount included in Base Bid \$ above.
<b>ALTERNATES</b>	
<i>Specify additive or deductive.</i>	
{There are no bid alternates on this project}	<input type="checkbox"/> Add <input type="checkbox"/> Deduct
\$ _____	
(Please print dollar amount in space above)	DO NOT INCLUDE Washington State Sales Tax
<b>UNIT PRICES</b>	
<i>Specify additive or deductive.</i>	
{There are no bid alternates on this project}	<input type="checkbox"/> Add <input type="checkbox"/> Deduct
\$ _____	
(Please print dollar amount in space above)	DO NOT INCLUDE Washington State Sales Tax
Unit prices shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional cost associated with the unit bid.	

The undersigned agrees to perform the Work in accordance with the Contract Documents as bid herein.

Signature: \_\_\_\_\_

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

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

END OF SECTION 004213

SECTION 004215 – BID RESPONSE FORM

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

The Bid shall constitute an offer to STA as outlined herein and in the Bid Proposal Form. No Bidder may withdraw its Bid following the Bid Due Date, except as allowed under Section 002100 – Instructions to Bidders.

1. EXAMINATION OF DOCUMENTS

A. Having carefully examined all Contract Documents, **as well as the site and local conditions affecting the Work**, the undersigned proposes to perform all Work in accordance with the Contract Documents for compensation to be computed from prices submitted on the Bid Proposal Form.

B. By executing this form, the Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_ Addendum Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Addendum Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Addendum Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Addendum Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Addendum Date: \_\_\_\_\_

C. STA reserves the right to reject any or all Bids, portions or parts thereof, and to waive minor informalities in the Bid process.

2. TIME FOR COMPLETION

The Bidder agrees to coordinate the completion of all Work within 95 Days of receipt of the Notice to Proceed.

3. FREIGHT

Bid prices shall include all freight costs to each project site and shall be FOB Destination.

4. ANTI-KICKBACK

No officer or employee of STA, having the power or duty to perform an official act or action related to this Bid, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Bid.

5. FEDERAL DEBARMENT

The undersigned represents that the Bidder and all offices with any controlling interest herein are not currently, and have not previously, been on any debarred bidders list maintained by the United States Government.

6. UBI CERTIFICATION

I CERTIFY that no final determination of violation of RCW 50.12.070(1)(b) or 82.32.070(1)(b) has been made by the Washington State Departments of Employment Security, Labor and Industries or Revenue respectively dated within two (2) years of the Bid Due Date. I understand further that no Bid may be submitted, considered or contract awarded for a public work to any person or entity that has a determination of violation of the above reference statutes within two (2) years from the date that a violation is finally determined and the Bid Due Date.

7. AWARD OF CONTRACT

- A. If written notice of acceptance of all or part of this Bid is mailed, sent electronically or delivered to the undersigned within ninety (90) Days after the Bid Due Date, the undersigned will, within **fifteen (15) Days** after date of such notice, execute and deliver to Owner the Contract as specified and furnish all requisite documentation including, but not limited to, Certificates of Insurance (send to [coi@spokanetransit.com](mailto:coi@spokanetransit.com)) and Payment and Performance Bonds, as required. Payment & Performance Bonds must be submitted in their original form. Electronic copies will not be accepted.
- B. If the undersigned fails to complete the above requirements, the Bidder's Guarantee shall be forfeited to the Owner.

I CERTIFY, to the best of my knowledge, the information contained in this Bid is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement. I realize the final funding for any service is based upon budget levels and the approval of the Spokane Transit Authority's Board of Directors.

Bidder Name: \_\_\_\_\_  
(as registered with the State of Washington)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

1. BIDDER ADMINISTRATIVE INFORMATION

Company Name: \_\_\_\_\_  
(as registered with the State of Washington)

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Washington Contractor License No.: \_\_\_\_\_

Washington UBI No.: \_\_\_\_\_

Washington Industrial Insurance Account No.: \_\_\_\_\_

Federal Tax Identification No.: \_\_\_\_\_

2. BIDDER INSURANCE COMPANY

Agency Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. BIDDER SURETY

Surety Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I certify the information above is true and correct:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**BIDDER QUALIFICATION STATEMENT**

The following statements of experience, personnel, equipment, and general qualifications of the Bidder are submitted with the assurance that the Owner can rely on its accuracy and truthfulness. If more space is required for your answers, please attach a continuation sheet(s) to the corresponding bid response page referencing the item number.

1. The Company has been in business continually since \_\_\_\_\_ (month & year).
2. The Company has experience equivalent to that required under this Invitation for Bid:
  - a. As a prime contractor for \_\_\_\_\_ years. (minimum of 10 years required)
  - b. As a subcontractor for \_\_\_\_\_ years. (minimum of 15 yr required if not normally a General Contractor)
3. List below work previously completed that is equal to or greater than the scope and complexity of that required under this Invitation to for Bid.

Year	Project Name	Project Location	Contract \$	Project Owner & contact info

4. List supervisory personnel and/or project manager(s) currently employed by the Bidder that will be responsible for the Work on this project. Attach a brief (1 page maximum) resume for each individual listed.

Name	Title	Experience (years)

5. List all projects and/or contracts the Bidder has undertaken in the previous five (5) years which have resulted in:

a. Arbitration or litigation:

Year	Project Name	Project Location	Project Owner & contact info

b. Claims and/or violations filed by the Federal Government and/or the State of Washington Department of Labor & Industries, Department of Revenue or Employment Security Department:

Year	Project Name	Project Location	Project Owner & contact info

c. Liens filed by suppliers and/or subcontractors:

Year	Project Name	Project Location	Project Owner & contact info

I certify the information above is true and correct:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

SUBCONTRACTOR LIST

The Owner requests the Bidder list subcontractors and consultants, if applicable, of each work discipline applicable to the performance of Work. If no subcontractors and/or consultants are listed, it will be considered the Bidder's affirmation that it does not intend to use any subcontractors and/or consultants in its performance of the Work.

For projects that are estimated to exceed \$1 million dollars, in accordance with RCW 39.30.060, Bidders may submit (1) within one (1) hour after the Bid Due Date, the names of subcontractors with whom the Bidder, if awarded a Contract, will subcontract with for the performance of HVAC (heating, ventilation, and air conditioning), plumbing as described in RCW 18.106, and electrical as described in RCW 19.28, or to name itself for the work; and (2) within forty-eight (48) hours after the Bid Due Date, the names of subcontractors with whom the Bidder, if awarded a Contract, will subcontract with for the performance of structural steel installation and rebar installation.

For additional consultants and/or subcontractors, attach copies of the second page of this Subcontractor List.

Type of work:	_____
Company Name:	_____
	(as registered with the State of Washington)
Physical Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax:	_____
Primary Contact:	_____
Phone:	_____
Email:	_____
WA Contractor License No.:	_____
WA UBI No.:	_____
WA Industrial Insurance Account No.:	_____
Federal Tax Id No.:	_____

Type of work: _____	
Company Name: _____ (as registered with the State of Washington)	
Physical Address: _____	
Mailing Address: _____	
Telephone: _____	Fax: _____
Primary Contact: _____	
Phone: _____	Email: _____
WA Contractor License No.: _____	WA UBI No.: _____
WA Industrial Insurance Account No.: _____	Federal Tax Id No.: _____

Type of work: _____	
Company Name: _____ (as registered with the State of Washington)	
Physical Address: _____	
Mailing Address: _____	
Telephone: _____	Fax: _____
Primary Contact: _____	
Phone: _____	Email: _____
WA Contractor License No.: _____	WA UBI No.: _____
WA Industrial Insurance Account No.: _____	Federal Tax Id No.: _____

Type of work: _____	
Company Name: _____ (as registered with the State of Washington)	
Physical Address: _____	
Mailing Address: _____	
Telephone: _____	Fax: _____
Primary Contact: _____	
Phone: _____	Email: _____
WA Contractor License No.: _____	WA UBI No.: _____
WA Industrial Insurance Account No.: _____	Federal Tax Id No.: _____

Type of work: _____	
Company Name: _____ (as registered with the State of Washington)	
Physical Address: _____	
Mailing Address: _____	
Telephone: _____	Fax: _____
Primary Contact: _____	
Phone: _____	Email: _____
WA Contractor License No.: _____	WA UBI No.: _____
WA Industrial Insurance Account No.: _____	Federal Tax Id No.: _____

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_





SECTION 004512 – BIDDER RESPONSIBILITY CRITERIA

In accordance with RCW 39.04.350, 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 at the time of bid submittal:

1. Have a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current state unified business identifier (UBI) number;
3. 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;
4. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12](#) RCW. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the Department. Bidders that have completed three (3) or more public works projects, have had a valid business license in Washington for three (3) or more years, and are listed on the Department of Labor and Industries exemption list are exempt from this training requirement;
5. Within the three (3) year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, or through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW; and
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your bid as being “**Non-Responsive**”. *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. \_\_\_\_\_
2. State of Washington Unified Business Identifier No. \_\_\_\_\_
3. Employment Security Department No. \_\_\_\_\_
4. State Excise Tax Registration No. \_\_\_\_\_
5. Is the payment of Worker’s Comp (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept of L&I, please explain why.  
 Yes  
 No (If No, you are not eligible to bid on this project)  
 No Account – Explain why: \_\_\_\_\_
6. Are you disqualified from bidding on public works projects in the State of Washington?  
 Yes (If Yes, you are not eligible to bid on this project)  
 No

END OF SECTION 004512

SECTION 004546.E – CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The Bidder hereby certifies that within the three-year period immediately preceding the Bid Due Date, the Bidder is not a “willful” violator, 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 State of Washington, Department of Labor and Industries or through a civil judgement 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 Name: \_\_\_\_\_

Authorized Signature<sup>1</sup>: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

City & State: \_\_\_\_\_

Company Type:     Sole Proprietor     Partnership<sup>2</sup>     Joint Venture     Corporation

State of Incorporation or formation: \_\_\_\_\_

<sup>1</sup> If a Corporation, the Bid must be executed in the corporate name by the president, vice-president, or any other corporate officer accompanied by evidence of authority to execute. If a Partnership, the Bid must be executed by a Partner.

<sup>2</sup> If a Partnership, provide name of firm under which business is transacted: \_\_\_\_\_

END OF SECTION 04546.E

## SPOKANE TRANSIT AUTHORITY PUBLIC WORKS CONSTRUCTION CONTRACT 2025-11057

This Contract is made by and between **XXX** (“Contractor”) and the **Spokane Transit Authority** (“Owner”) as of the last date of execution.

<b>Contractor</b>	<b>Owner</b>
Name	Spokane Transit Authority
Address	1230 W Boone Ave
City, State, Zip	Spokane, WA 99201
Contractor License #:	
UBI #:	XXX-XXX-XXX
FEIN #:	XX-XXXXXXX

The Contractor and Owner agree as follows:

Project: (project name, location, and description)

Design Professional: (architect or engineer)

Address  
 City, St, Zip  
 Contact  
 Email  
 Phone

Contract Sum:	\$ XXX,XXX.XX	Base Bid
	\$ XXX,XXX.XX	Alternate 1
	\$ XXX,XXX.XX	Alternate 2
	<b>\$ XXX,XXX.XX</b>	<b>TOTAL</b>

Unit prices:	<u>Item</u>	<u>Units/limits</u>	<u>Unit Price</u>
	XXX	XXX	XXX
	XXX	XXX	XXX
	XXX	XXX	XXX

Allowances in Contract Sum:	<u>Item</u>	<u>Units/Limits</u>	<u>Price</u>
	XXX	XXX	XXX
	XXX	XXX	XXX
	XXX	XXX	XXX

CONTRACT DOCUMENTS

Contract Documents include, but are not limited to:

- A. This Contract executed by the Contractor and Owner;
- B. Advertisement for Bid and all Bid documents;
- C. General Conditions;
- D. Modifications to General Conditions;
- E. Federal Terms & Conditions;
- F. Supplemental Conditions;
- G. Drawings prepared by the Design Professional:
  - List the drawing number range from page 1 to XXX and the date(s).
- H. Technical Specifications;
  - List the specifications number range from page 1 to XXX and the date(s).
- I. Invitation for Bid (IFB)
- J. Addenda: (list any/all addenda by number, date and quantity of pages)

<u>Number</u>	<u>Issue Date</u>	<u># of pages</u>
XXX	XXX	XXX
XXX	XXX	XXX
XXX	XXX	XXX

- K. Other documents identified as follows:

<u>Description</u>	<u>Date</u>	<u># of pages</u>
XXX	XXX	XXX
XXX	XXX	XXX

**PROJECT MANAGERS & COMMUNICATIONS**

Any administrative or operational communications required under this Contract shall be directed to the Parties' representatives set forth below:

<b>Contractor</b>	<b>Spokane Transit Authority</b>
Contact Title Company Address City, ST ZIP E: email@ P: (XXX) XXX-XXXX	Name Capital Projects Manager Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: <a href="mailto:@spokanetransit.com">@spokanetransit.com</a> P: (509) XXX-XXXX

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties' representative set forth above, or as may be revised by written notice in accordance with the Notices Section of this Contract.

**NOTICES**

All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by email, addressed to the Parties' representative set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly received (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of a read receipt when transmitted by email.

<b>Contractor</b>	<b>Owner</b>
Contact Title Company Address City, ST ZIP E: email@	Spokane Transit Authority Attn: Contracts 1230 W Boone Ave Spokane, WA 99201 E: <a href="mailto:contracts@spokanetransit.com">contracts@spokanetransit.com</a>

[signatures on the following page]

SIGNATURES

The Parties affirm the individuals signing this Contract have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Contract.

XXX

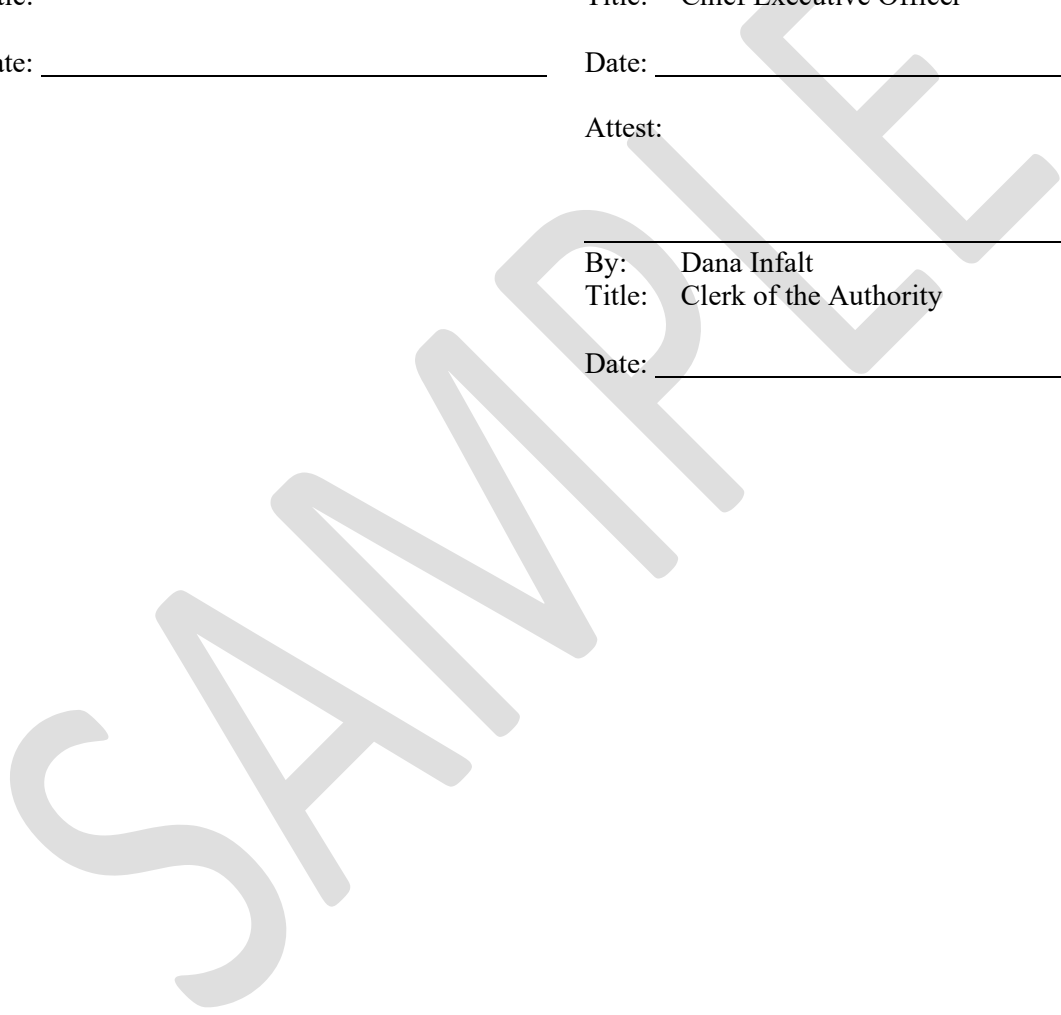
**Spokane Transit Authority**

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

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer  
  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority  
  
Date: \_\_\_\_\_



The following Public Works General Conditions (“GC”) are incorporated into the contract to which they are attached. Although these GC are organized consistent with the General Conditions for Washington State Facility Construction, the provisions herein are not identical. Please review these GC carefully.

TABLE OF CONTENTS	Page
PART 1: GENERAL PROVISIONS .....	3
1.01 DEFINITIONS.....	3
1.02 ORDER OF PRECEDENCE .....	4
1.03 EXECUTION AND INTENT .....	4
PART 2: INSURANCE AND BONDS .....	5
2.01 GENERAL INSURANCE REQUIREMENTS.....	5
2.02 MINIMUM INSURANCE COVERAGES .....	6
2.03 PAYMENT AND PERFORMANCE BONDS .....	7
PART 3: TIME AND SCHEDULE .....	7
3.01 PROGRESS AND COMPLETION .....	7
3.02 CONSTRUCTION SCHEDULE .....	7
3.03 OWNER’S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE .....	8
3.04 OWNER’S RIGHT TO STOP THE WORK FOR CAUSE .....	8
3.05 DELAY.....	9
3.06 NOTICE TO OWNER OF LABOR DISPUTES .....	10
3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION.....	10
PART 4: SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS.....	10
4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW .....	10
4.02 PROJECT RECORD.....	11
4.03 SHOP DRAWINGS.....	11
4.04 ORGANIZATION OF SPECIFICATIONS.....	12
4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS .....	12
PART 5: PERFORMANCE.....	13
5.01 CONTRACTOR CONTROL AND SUPERVISION.....	13
5.02 PERMITS, FEES, AND NOTICES .....	13
5.03 PATENTS AND ROYALTIES .....	14
5.04 PREVAILING WAGES.....	14
5.05 HOURS OF LABOR .....	15
5.06 NONDISCRIMINATION.....	15
5.07 SAFETY PRECAUTIONS .....	16
5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS.....	17
5.09 PRIOR NOTICE OF EXCAVATION .....	18
5.10 UNFORESEEN PHYSICAL CONDITIONS .....	18
5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS .....	18
5.12 LAYOUT OF WORK.....	18
5.13 MATERIAL AND EQUIPMENT .....	19
5.14 AVAILABILITY AND USE OF PREMISES AND UTILITY SERVICES.....	19
5.15 TESTS AND INSPECTION .....	19
5.16 CORRECTION OF NONCONFORMING WORK.....	20
5.17 CLEAN UP .....	21

5.18	ACCESS TO WORK AND COMMUNICATIONS REGARDING PROJECT STATUS .....	21
5.19	OTHER CONTRACTS.....	22
5.20	SUBCONTRACTORS AND SUPPLIERS.....	22
5.21	WARRANTY OF CONSTRUCTION.....	23
5.22	INDEMNIFICATION.....	23
<b>PART 6:</b>	<b>PAYMENTS AND COMPLETION.....</b>	<b>24</b>
6.01	CONTRACT SUM .....	24
6.02	SCHEDULE OF VALUES .....	24
6.03	APPLICATION FOR PAYMENT.....	24
6.04	PROGRESS PAYMENTS.....	25
6.05	PAYMENTS WITHHELD .....	26
6.06	RETAINAGE AND BOND CLAIM RIGHTS .....	26
6.07	SUBSTANTIAL COMPLETION.....	26
6.08	PRIOR OCCUPANCY .....	27
6.09	FINAL INSPECTION, FINAL COMPLETION, ACCEPTANCE, AND PAYMENT (PROJECT CLOSE-OUT)...	27
<b>PART 7:</b>	<b>CHANGES .....</b>	<b>28</b>
7.01	CHANGE IN THE WORK.....	28
7.02	CHANGE IN THE CONTRACT SUM .....	29
7.03	CHANGE IN THE CONTRACT TIME.....	35
<b>PART 8:</b>	<b>CLAIMS AND DISPUTE RESOLUTION .....</b>	<b>36</b>
8.01	CLAIMS .....	36
8.02	ARBITRATION .....	38
8.03	CLAIMS AUDITS.....	38
<b>PART 9:</b>	<b>TERMINATION OF THE WORK.....</b>	<b>39</b>
9.01	TERMINATION BY OWNER FOR CAUSE .....	39
9.02	TERMINATION BY OWNER FOR CONVENIENCE .....	40
<b>PART 10:</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>41</b>
10.01	GOVERNING LAW & VENUE .....	41
10.02	COMPLIANCE WITH LAWS .....	41
10.03	SUCCESSORS AND ASSIGNS .....	41
10.04	MEANING OF WORDS .....	41
10.05	EMPLOYEE SOLICITATION.....	41
10.06	RIGHTS AND REMEDIES.....	41
10.07	CONTRACTOR REGISTRATION.....	41
10.08	TIME COMPUTATIONS.....	41
10.09	PUBLIC RECORDS ACT .....	42
10.10	RECORDS RETENTION .....	42
10.11	THIRD-PARTY AGREEMENTS .....	42
10.12	HEADINGS AND CAPTIONS .....	42
10.13	ANTITRUST ASSIGNMENT.....	42
10.14	CONFLICT OF INTEREST .....	42
10.15	COUNTERPARTS .....	42
10.16	ELECTRONIC SIGNATURES .....	42

## PART 1: GENERAL PROVISIONS

## 1.01 DEFINITIONS

Capitalized terms included in these GC which are not defined herein shall have the same meaning as defined in the document(s) to which these GC are attached.

- A. **Application for Payment** means a written request submitted by Contractor to Owner or, if applicable, A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or, if applicable, A/E may require.
- B. **Architect, Engineer or A/E** means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. **Award** means the formal decision by the Owner notifying a responsible Bidder with the lowest responsive Bid of the Owner's acceptance of the Bid and intent to enter into a contract with the Bidder.
- D. **Bidder** means an individual, partnership, firm, corporation or joint venture submitting a Bid with the intent to enter into a contract with Owner for the completion of the Work.
- E. **Business Day** means Monday through Friday, commencing at 12:00 AM and ending at 11:59 PM, unless noted otherwise.
- F. **Change Order** means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- G. **Claim** means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- H. **Contract Award Amount** is the sum of the Base Bid and any accepted Alternates.
- I. **Contract Documents** means the Advertisement for Bids, Instructions for Bidders, executed Bid Proposal Form and Bidder certifications, Contract, GC, Modifications to the GC, Federal Terms & Conditions, Drawings, Specifications, all addenda and modifications thereof, all supporting documentation required by any of the above, or as requested by the Owner.
- J. **Contract Sum** is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents. Except as described below, the Contract Sum includes all taxes imposed by law and properly chargeable to the Work. The Contract Sum does not include Washington State sales tax.
- K. **Contract Time** is the number of Days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- L. **Contractor** means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents. Contractor's duties and obligations flow down and become duties and obligations of Subcontractors.
- M. **Day(s)** shall mean a calendar day, commencing at 12:00 AM and ending at 11:59 PM, unless noted otherwise.
- N. **Drawings** are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules and diagrams.
- O. **Final Acceptance** means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09E.
- P. **Final Completion** means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09D.
- Q. **Force Majeure** means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in Section 3.05A.
- R. **L&I** means the State of Washington Department of Labor and Industries.
- S. **Notice** means a written notice which has been delivered to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- T. **Notice to Proceed** means a written notice from Owner to Contractor that defines the date on which the Contract Time begins to run.

- U. **Owner** means the Spokane Transit Authority, STA or its authorized representative with the authority to enter into, administer and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- V. **Person** means a corporation, partnership, business association of any kind, trust, company or individual.
- W. **Prior Occupancy** means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08A.
- X. **Progress Schedule** means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02B.
- Y. **Project** means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- Z. **Project Manual** means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents.
- AA. **Project Record** means the separate set of Drawings and Specifications as further set forth in Section 4.02A.
- BB. **Schedule of Values** means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- CC. **Specifications** are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- DD. **Subcontract** means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment or services of any kind for or in connection with the Work.
- EE. **Subcontractor** means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment or services of any kind in connection with the Work.
- FF. **Substantial Completion** means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07A.
- GG. **Work** means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits and the manufacture and fabrication of components, performed, furnished or provided in accordance with the Contract Documents.

## 1.02 ORDER OF PRECEDENCE

- A. Any conflict or consistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:
1. Federal Terms & Conditions, if applicable.
  2. Executed Change Order(s), in descending order.
  3. Executed Form of Contract.
  4. Supplemental Conditions, if applicable.
  5. Modifications to the GC, if applicable.
  6. GC.
  7. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
  8. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
  9. Signed and Completed Bid Form.
  10. Instructions to Bidders.
  11. Advertisement for Bids.

## 1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

- A. **Contract Sum Reasonable.** The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
- B. **Contractor Familiar with Project.** Contractor has carefully reviewed the Bid Documents, Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions

and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;

- C. **Contractor Financially Capable.** Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- D. **Contractor Can Complete Work.** Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

## PART 2: INSURANCE AND BONDS

### 2.01 GENERAL INSURANCE REQUIREMENTS

At the Contractor's own expense, the Contractor shall procure and maintain for the duration of the Contract commercial insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Contractor's own work, including the work of the Contractor's agents, representatives, employees, and Subcontractors of any tier. Contractor shall include in its Bid the cost of all insurance and bond costs required to complete the base Bid work and accepted alternates.

- A. **Evidence of Insurance.** Within ten (10) Days of execution of a contract or prior to commencement of the Work, whichever occurs earlier, Contractor shall submit a Certificate of Insurance evidencing the minimum insurance coverages and limits specified hereunder to Owner at [coi@spokanetransit.com](mailto:coi@spokanetransit.com). If the Contractor maintains higher limits than those specified herein, the Owner shall be entitled to the higher limits maintained by the Contractor. Owner reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies and the Contractor shall furnish such copies within ten (10) Days of request by Owner. All insurance certificates shall name Owner's Contract number, Project number and Project title.
- B. **Insurer Minimum Requirements.** All insurance policies shall be written with insurance companies licensed to provide insurance in the State of Washington and shall have a rating of not less than A:VII according to the A.M. Best Company.

- C. **Deductible.** The Contractor is responsible for declaring to the Owner and paying any deductible or self-insured retention that is required by any of the Contractor's insurance. If the Owner is required to contribute to the deductible or self-insured retention under any of the Contractor's insurance policies, the Contractor shall reimburse the Owner the full amount of the deductible or self-insured retention.

- D. **Self-insured Retention.** Any Contractor self-insured retentions must be declared to and approved in writing by Owner prior to execution of a Contract. Owner reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these insurance requirements unless specifically approved in writing by Owner.

- E. **Owner as Additional Insured.** Owner shall be named as an additional insured on the Contractor's commercial general liability and automobile liability policies and shall contain, or be endorsed to contain, that the Owner, its officers, officials, employees and volunteers, are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including material, parts or equipment furnished in connection with such work or operations. The Owner shall be endorsed as a loss payee on the Contractor's builders' risk and boiler and machinery policies.

- F. **Primary and Non-contributory.** It is the intent of the Contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The Owner's own comprehensive general liability policy will be considered excess coverage in respect to the Owner, its officers, officials, employees, and volunteers, and shall not contribute to the Contractor. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.

- G. **Notification.** The Contractor shall require from its insurer modification of the ACORD certificates to include language that written notification will be given to the Owner for any cancellation, suspension or material change in the Contractor's coverages at least thirty (30) Days in advance of such cancellation, suspension or material change.

- H. **Term of Insurance Coverage.** Contractor shall maintain insurance coverages herein during the Work and for two (2) years after Final Acceptance. Contractor shall also maintain such insurance coverage during the performance of any corrective Work required by Section 5.16.
- I. **Subcontractor Coverage.** Contractor shall require and verify all Subcontractors maintain insurance meeting all of the requirements stated herein.
- J. **Waiver of Subrogation Rights.** Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- C. **Industrial Insurance.** Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- D. **Builder's Risk.** Builder's Risk coverage on a replacement-cost basis, at an amount equal to the initial Contract Sum and any subsequent Change Orders, plus twenty-five percent (25%) for additional architectural and engineering services. This property insurance shall cover, at a minimum, malicious mischief, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, reasonable compensation for Owner's and, if applicable, A/E's services and expenses required as a result of an insured loss, perils insured under the ISO special cause of loss form CP 10 30 and shall be endorsed to provide full coverage for loss or damage from collapse, including collapse resulting from design error. The policy shall cover reasonable compensation for architects' and/or engineers' services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the work site, but intended for use at the work site, and shall cover portions of the Work in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by any law, ordinance or regulation.

## 2.02 MINIMUM INSURANCE COVERAGES

- A. **General Liability Insurance.** Commercial General Liability (CGL) insurance on a project-occurrence basis, with coverage at least as broad as ISO form CG 00 01 with minimum limits of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Coverage shall include, but not be limited to:
1. Premise/operations;
  2. Contractual liability;
  3. Products & completed operations;
  4. Independent contractors
  5. Property damage; and
  6. Personal injury/advertising injury
- B. **Automobile Liability Insurance.** Commercial automobile liability insurance on a Combined Single Limit basis at least as broad as ISO form CA 00 01 with minimum limits of \$2,000,000 per occurrence.

The builders risk policy shall be maintained in effect, unless otherwise provided for in the Contract Documents, until the earliest of the following dates: (a) the date on which all persons and organizations who are insureds on the policy agree it shall be terminated; (b) the date on which final payment has been made; (c) the date on which the insurable interests in the property of all insureds other than the Owner have ceased.

- E. For projects not involving construction of a new building, an "Installation Floater" is an acceptable substitute for Builder's Risk Insurance. The Installation Floater shall cover all interests of the Owner, Contractor and any Subcontractors, as their interests may appear, for the duration of the Project.

- F. **Boiler & Machinery.** When applicable, Contractor shall purchase and maintain boiler and machinery coverage covering insured objects during installation and until Final Acceptance by Owner. This insurance shall name as insureds the Owner, Contractor, and all Subcontractors of any tier.

## 2.03 PAYMENT AND PERFORMANCE BONDS

- A. Payment and performance bonds for one hundred percent (100%) of the Contract Award Amount plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312 (or current version of the same). Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by fifteen percent (15%) or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by fifteen percent (15%) or more.
- B. No payment or performance bond is required if the Contract Sum is \$150,000 (one-hundred fifty thousand dollars) or less and Contractor agrees in writing that Owner may, in lieu of the bond, retain ten percent (10%) of the Contract Sum for the period allowed by RCW 39.08.010.
- C. **Alternative Surety.** Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:
1. Owner has a reasonable objection to the surety; or
  2. Any surety fails to furnish reports on its financial condition if requested by Owner.

## PART 3: TIME AND SCHEDULE

### 3.01 PROGRESS AND COMPLETION

Contractor shall diligently execute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

### 3.02 CONSTRUCTION SCHEDULE

- A. **Preliminary Progress Schedule.** Unless otherwise provided in the Contract, Supplemental Conditions, or Modifications to GC, Contractor shall, within fourteen (14) Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. **Form of Progress Schedule.** The Progress Schedule shall be created, maintained and edited using MS Project software or similar software identified and agreed to by and between the parties. The scheduling of construction is the responsibility of the Contractor and is included in the Contract to assure adequate planning and execution of the Work. The schedule will be used to evaluate progress of the Work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. At a minimum, the schedule shall include:
- Date of Notice to Proceed;
  - Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
  - Utility Shutdowns;
  - Interrelationships and dependence of activities;
  - Planned vs. actual status for each activity;
  - Substantial Completion;
  - Punch list;
  - Final inspection;
  - Final Completion, and
  - Float time.

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal Form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the Work can be completed in less than the specified Contract

Time, then the surplus time shall be considered Project Float. This Project Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the Work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the Project.

- C. **Owner Comments on Progress Schedule.** Owner shall return comments on the preliminary Progress Schedule to Contractor within fourteen (14) Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this Section.
- D. **Monthly Updates and Compliance with Progress Schedule.** Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05A, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. **Contractor to Notify Owner of Delays.** Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

### 3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. **Owner May Suspend Work.** Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to ninety (90) Days, or for such longer period as mutually agreed.
- B. **Compliance with Suspension; Owner's Options.** Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to ninety (90) Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
1. Cancel the written notice suspending the Work; or
  2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.
- C. **Resumption of Work.** If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. **Equitable Adjustment for Suspensions.** Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

### 3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. **Owner May Stop Work for Contractor's Failure to Perform.** If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. **No Equitable Adjustment for Contractor's Failure to Perform.** Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

- C. **Opportunity to Cure.** Owner, in its sole discretion, may, in the case of termination for breach or default, allow the Contractor an appropriate period of time, as determined by Owner, in which to cure the defect of goods or service. In such case, the notice of termination will state the nature of the breach or default, the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to Owner's satisfaction the breach or default of any of the terms, covenants or conditions of the Contract Documents within the stated period of time for remedy, Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude Owner from also pursuing all available legal remedies against the Contractor and its sureties for said breach or default.
- D. **Waiver of Remedies for Any Breach.** In the event that Owner elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by Owner shall not limit Owner's legal remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

### 3.05 DELAY

- A. **Force Majeure Actions Not A Default; Force Majeure Defined.** Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
1. Acts of God or the public enemy;
  2. Acts or omissions of any government entity;
  3. Fire or other casualty for which Contractor is not responsible;
  4. Quarantine or epidemic;
  5. Strike or defensive lockout;
  6. Unusually severe weather, in excess of weather conditions experienced within the area any time in the preceding ten (10) years:
    - a. Monthly rainfall in excess of the highest monthly rainfall experienced for the same month.
    - b. Annual rainfall in excess of the highest annual rainfall experienced.
    - c. Monthly snowfall in excess of the highest monthly snowfall experienced for the same month.
    - d. Annual snowfall in excess of the highest annual snowfall experienced.
    - e. Average high temperatures, for the summer months, in excess of the highest temperatures experienced.
    - f. Average low temperatures for the winter months, lower than the lowest average temperatures experienced.
7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. **Contract Time Adjustment For Force Majeure.** Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. **Contract Time or Contract Sum Adjustment If Owner at Fault.** Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. **No Contract Time or Contract Sum Adjustment If Contractor at Fault.** Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. **Contract Time Adjustment Only for Concurrent Fault.** To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to

Section 7.03, but shall not be entitled to an adjustment in Contract Sum.

- F. **Contractor to Mitigate Delay Impacts.** Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. **Contractor to Notify Owner of Labor Disputes.** If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. **Pass Through Notification Provisions to Subcontractors.** Contractor agrees to insert a provision in its Subcontracts and to require insertion in all Subcontractor subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or its subcontractors shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. **Liquidated Damages**
1. **Reason for Liquidated Damages.** Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
  2. **Calculation of Liquidated Damages Amount.** The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and

extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner and may be retained by the Owner and deducted from periodic payments to the Contractor.

3. **Contractor Responsible Even If Liquidated Damages Assessed.** Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. **Actual Damages**

1. **Calculation of Actual Damages.** Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4: SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. **Specifications and Drawings Are Basis of The Work.** The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits and supplies, and perform the Work required in accordance with the Drawings, Specifications and other provisions of the Contract Documents.
- B. **Parts of The Contract Documents Are Complementary.** The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

- C. **Contractor to Report Discrepancies in Contract Documents.** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency or omission in the Contract Documents, it shall promptly, and before proceeding with the Work affected thereby, report such conflict, error, inconsistency or omission to Owner and, if applicable, A/E in writing.
- D. **Contractor Knowledge of Discrepancy in Documents – Responsibility.** Contractor shall do no Work without applicable Drawings, Specifications or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. **Contractor to Perform Work Implied by Contract Documents.** Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. **Interpretation Questions Referred to Owner.** Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner and, if applicable, the A/E.

#### 4.02 PROJECT RECORD

- A. **Contractor to Maintain Project Record Drawings and Specifications.** Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction which differ from the project Drawings and Specifications, including, but not limited to, depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes with dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (“COP”). This separate set of Drawings and Specifications shall be the “Project Record”.
- B. **Update Project Record Weekly and Keep on Site.** The Project Record shall be maintained on the Project site throughout the construction and shall be clearly labeled “PROJECT RECORD”. The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. **Final Project Record to Owner Before Final Acceptance.** Contractor shall submit the completed and finalized Project Record to Owner prior to Final Acceptance.

#### 4.03 SHOP DRAWINGS

- A. **Definition of Shop Drawings.** “Shop Drawings” means documents and other information required to be submitted to Owner and by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e., form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use and disclose Shop Drawings provided in accordance with the Contract Documents.

- B. **Approval of Shop Drawings by Contractor and Owner.** Contractor shall coordinate all Shop Drawings and review them for accuracy, completeness and compliance with the Contract Documents, and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to Owner without evidence of Contractor’s approval shall be returned for resubmission. Contractor shall review, approve and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor’s submittal schedule shall allow a reasonable time for Owner and, if applicable, A/E review. Owner and, if

applicable, A/E, will review, approve or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner and, if applicable, A/E, has approved or taken other appropriate action. Owner and, if applicable, A/E, shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

- C. **Contractor Not Relieved of Responsibility When Shop Drawings Approved.** Approval, or other appropriate action with regard to Shop Drawings, by Owner and, if applicable, A/E, shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner and, if applicable, A/E, shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation, and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. **Variations Between Shop Drawings and Contract Drawings.** If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Owner and, if applicable, A/E, approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. **Contractor to Submit Shop Drawings.** Unless otherwise provided in Division 1, Contractor shall submit to Owner and, if applicable, A/E, for approval three (3) original paper copies and an electronic copy in PDF format of all Shop Drawings. Unless otherwise indicated, one (1) original copy of all Shop Drawings shall be retained by Owner; one (1) original copy shall be

retained by A/E; and one (1) original copy shall be returned to Contractor.

#### 4.04 ORGANIZATION OF SPECIFICATIONS

- A. **Specification Organization by Trade.** Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

#### 4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. **Owner Or, If Applicable, A/E, Not Contractor, Owns Copyright of Drawings and Specifications.** The Drawings, Specifications and other documents prepared by Owner or, if applicable, A/E, (the "Preparer") are instruments of Preparer's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications and other documents prepared by Preparer, and Preparer shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to Owner or, if applicable, A/E, on request, upon completion of the Work.
- B. **Drawings and Specifications to Be Used Only for This Project.** The Drawings, Specifications and other documents prepared by the Owner or, if applicable, A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and, if applicable, A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by Owner or, if applicable, A/E, appropriate to and for use in the execution of their Work.
- C. **Shop Drawing License Granted to Owner.** Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional

cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Sections 5.03A and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this Section.

- D. **Shop Drawings to Be Used Only for This Project.** The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

## PART 5: PERFORMANCE

### 5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. **Contractor Responsible for Means and Methods of Construction.** Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. 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, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. **Competent Superintendence Required.** Performance of the Work shall be directly supervised by a competent superintendent who

has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.

- C. **Contractor Responsible for Acts and Omissions of Self and Agents.** Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors and their employees and agents.
- D. **Contractor to Employ Competent and Disciplined Workforce.** Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless or otherwise objectionable.
- E. **Contractor to Keep Project Documents on Site.** Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings and permits, permit drawings and life safety plans as may be required by federal, state and local agencies.
- F. **Contractor to Comply with Ethical Standards.** Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act, RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees if they are in violation of this act.

### 5.02 PERMITS, FEES, AND NOTICES

- A. **Contractor to Obtain and Pay for Permits.** Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses and inspections necessary for proper execution and completion of the Work.

Upon issuance of a permit or license, a copy shall be provided to the Owner. Prior to Final Acceptance, the original approved and signed permits shall be delivered to Owner.

- B. **Allowances for Permit Fees.** If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's Bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. **Contractor to Comply with All Applicable Laws.** Contractor shall comply with and give notices required by all federal, state and local laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

#### 5.03 PATENTS AND ROYALTIES

- A. **Payment, Indemnification and Notice.** Contractor is responsible for and shall pay all royalties and license fees. Contractor shall defend, indemnify and hold Owner harmless from any costs, expenses and liabilities arising out of the infringement by Contractor and/or its Subcontractors, of any tier, of any patent, copyright or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement in writing.

#### 5.04 PREVAILING WAGES

- A. **Contractor to Pay Prevailing Wages.** Contractor and Subcontractors of any tier shall pay the prevailing rate of wages to all workers, laborers or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 *Prevailing Wages on Public Works*, the rules and regulations of L&I, and where applicable, the Davis-Bacon and Related Acts. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of L&I. Such schedule is located at: <https://secure.lni.wa.gov/wagelookup>. Contractor shall use the Bid Due Date as the

effective date and Spokane County as the locality of work when determining applicable prevailing wage rates. A copy of applicable prevailing wage rates is available for viewing upon request at Spokane Transit Authority, 1230 W. Boone Ave., Spokane, WA 99201. It is the Contractor's responsibility to verify the applicable state and federal prevailing wage rates for all job classifications.

- B. **Statement of Intent to Pay Prevailing Wage.** Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the Application for Payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages ("Intent"), approved by L&I, certifying the rate of hourly wage to be paid to each classification of laborers, workers or mechanics employed upon the Work by Contractor and Subcontractors of any tier. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. **Affidavit of Wages Paid.** Prior to release of retainage or, where applicable, bond, the Contractor shall submit to the Owner an Affidavit of Wages Paid ("Affidavit"), approved by L&I, for the Contractor and every subcontractor, of any tier, which performed work on the Project.
- D. **Statement with Pay Application.** Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed and approved Intent.
- E. **Post Statements of Intent at Job Site.** Copies of the approved Intent(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.
- F. **Contractor to Pay for Statements of Intent and Affidavits.** In compliance with chapter 296-127 WAC, Contractor and Subcontractors of any tier shall pay to L&I the currently established fee(s) for each Intent and/or Affidavit submitted to L&I for certification.
- G. **Certified Payrolls.** Consistent with RCW 39.12.120 and WAC 296-127-320, the Contractor and Subcontractors of any tier shall keep accurate payroll records for three (3) years from the date of Final Acceptance of the Project and submit certified payroll records using L&I's online system at least once per month. If L&I's online

system is not used, Contractor and Subcontractors of any tier shall file a copy of its certified payroll records directly with L&I in a format approved by L&I at least once per month. A Contractor's and/or Subcontractor's noncompliance with this Section constitutes a violation of RCW 39.12.050.

H. **Dispute Resolution.** Any dispute regarding prevailing wage rates that cannot be resolved between the parties shall be referred to the Director of L&I and such decision of the Director of L&I shall be final and conclusive and binding on the parties.

I. **Compliance with Federal Funding Requirements.** When the Project is subject to Federal Assistance, Contractor and Subcontractors of any tier shall comply with all requirements of the Davis Bacon and Related Acts. In the event the Project is subject to both State of Washington Prevailing Wages and Davis Bacon and Related Acts, the greater of the two prevailing wage rates shall be paid on a classification-by-classification basis.

#### 5.05 HOURS OF LABOR

A. **Overtime.** Contractor shall comply with all applicable provisions of RCW 49.28, which are incorporated herein by reference. Pursuant to that statute, no laborer, worker or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight (8) hours in any one (1) calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half (1-1/2) times the rate allowed for this same amount of time during eight (8) hours of service.

B. **4-10 Agreements.** Notwithstanding the preceding Section, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten (10) hours in a calendar day. No such agreement may provide that the employees work ten (10) hour days for more than four (4) calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty (40) hours per week, worked pursuant to any such agreement.

#### 5.06 NONDISCRIMINATION

A. **Discrimination Prohibited by Applicable Laws.** Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1975, Section 202 of the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, Executive Order 13672, Federal Transit law at 49 U.S.C. § 5332, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor and Subcontractors must meet.

#### B. During performance of the Work:

1. **Protected Classes.** Contractor shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, gender identity, or the presence of any physical, sensory or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60 and prohibited under state and federal law.

2. **Advertisements to State Nondiscrimination.** Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, religion, color, national origin, sex, age, marital status, sexual orientation, gender identity, or the presence of any physical, sensory, or mental disability.

3. **Contractor to Notify Unions and Others of Nondiscrimination.** Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract

Documents, RCW 49.60, and state and federal prohibitions against discrimination.

4. **Owner and Government Access to Contractor Records.** Contractor shall permit access to its books, records and accounts, and to its premises by Owner, the Equal Employment Opportunity Commission, and the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this Section of the Contract Documents.
5. **Pass Through Provisions to Subcontractors.** Contractor shall include the provisions of this Section in every Subcontract and shall require Subcontractors to include the provisions of this Section in all contracts for the Project.

#### 5.07 SAFETY PRECAUTIONS

- A. **Contractor Responsible for Safety.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
- B. **Contractor Safety Responsibilities.** In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. **Contractor to Maintain Safety Records.** Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease or damage to property, materials, supplies or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. **Contractor to Provide Hazmat Information and Training.** Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals

in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

1. **Information.** At a minimum, Contractor shall inform persons working on the Project site of:
  - a. **WAC Requirements.** The requirements of chapter 296-62 WAC, General Occupational Health Standards;
  - b. **Presence of Hazardous Chemicals.** Any operations in their work area where hazardous chemicals are present; and
  - c. **Hazard Communications Program.** The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
2. **Training.** At a minimum, Contractor shall provide training for persons working on the Project site which includes, but is not limited to:
  - a. **Detecting Hazardous Chemicals.** Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
  - b. **Hazards of Chemicals.** The physical and health hazards of the chemicals in the work area;
  - c. **Protection from Hazards.** The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, its Subcontractors or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures and personal protective equipment to be used; and

- d. **Hazard Communications Program.** The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. **Hazardous, Toxic or Harmful Substances.** Contractor's responsibility for hazardous, toxic or harmful substances shall include the following duties:
1. **Illegal Use of Dangerous Substances.** Contractor shall not keep, use, dispose, transport, generate or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances") in violation of any such law, regulation, statute or ordinance, but in no case shall any such hazardous substance be stored more than ninety (90) Days on the Project site.
  2. **Contractor Notifications of Spills, Failures, Inspections, Citations and Fines.** Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state or local law, regulation or ordinance; all inspections of the Project site by any regulatory entity concerning the same; any citation; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. **Public Safety and Traffic.** All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibility. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. **Contractor to Act in an Emergency.** In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. **No Duty of Safety by Owner or A/E.** Nothing provided in this Section shall be construed as imposing any duty upon Owner and, if applicable, A/E, with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- 5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS
- A. **Limited Storage Areas.** Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
  - B. **Temporary Buildings and Utilities at Contractor Expense.** Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
  - C. **Roads and Vehicle Loads.** Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state or local law or regulation.
  - D. **Ownership and Reporting by Contractor of Demolished Materials.** Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.

E. **Contractor Responsible for Care of Materials and Equipment On-Site.** Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching or cleaning arising from such use.

F. **Contractor Responsible for Loss of Materials and Equipment.** Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

#### 5.09 PRIOR NOTICE OF EXCAVATION

- A. **Excavation Defined.** "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line.
- B. **Use of Locator Services.** Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

#### 5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. **Notice Requirement for Concealed or Unknown Conditions.** If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which 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, then Contractor shall give written notice to Owner promptly and in no event later than seven (7) Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

- B. **Adjustment in Contract Time and Contract Sum.** If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

#### 5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS

- A. **Contractor to Protect and Repair Property.** Contractor shall protect from damage all existing structures, equipment, improvements, utilities and vegetation at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. **Tree and Vegetation Protection.** Contractor shall only remove trees when specifically authorized to do so and shall protect vegetation that will remain in place.

#### 5.12 LAYOUT OF WORK

- A. **Advanced Planning of The Work.** Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. **Layout Responsibilities.** Contractor shall lay out the Work from Owner-established baselines and benchmarks indicated on the Drawings and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be

established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

### 5.13 MATERIAL AND EQUIPMENT

- A. **Contractor to Provide New and Equivalent Equipment and Materials.** All equipment, material and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles or patented processes by trade name, make or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. **Contractor Responsible for Fitting Parts Together.** Contractor shall do all cutting, fitting or patching that may be required to make its several parts fit together properly or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. **Owner May Reject Defective Work.** Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, the Work, in whatever stage of completion, may be rejected by Owner.

### 5.14 AVAILABILITY AND USE OF PREMISES AND UTILITY SERVICES

- A. **Use of Premises.** Contractor's use of Owner's premises is limited to Project activities within the areas identified.
- B. **Owner's Occupation of Site.** The Owner may occupy the site and existing building(s) during the entire work period. Contractor agrees to cooperate with Owner during operation to minimize conflicts and facilitate Owner usage. Contractor agrees to perform the work so as not to interfere with the Owner's operations.
- C. **Contractor Must Allow Owner Access.** Contractor must at all times provide for and allow Owner access. Contractor shall not store or stage

vehicles or materials on driveways or at entrances and must keep these access points serving the premises clear and available to the Owner at all times.

- D. **Owner to Provide and Charge for Utilities.** Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- E. **Contractor to Install Temporary Connections and Meters.** Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters and associated equipment and materials.

### 5.15 TESTS AND INSPECTION

- A. **Owner to Provide for All Testing and Inspection of Work.** Owner shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Owner shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. **Owner May Conduct Tests and Inspections.** Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals

that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:

1. Constitute or imply acceptance;
2. Relieve Contractor of responsibility for providing adequate quality control measures;
3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials or equipment;
4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.

C. **Inspections or Inspectors Do Not Modify Contract Documents.** Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.

D. **Contractor Responsibilities on Inspections.** Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

#### 5.16 CORRECTION OF NONCONFORMING WORK

A. **Work Covered by Contractor Without Inspection.** If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.

B. **Payment Provisions for Uncovering Covered Work.** If, at any time prior to Final Completion,

Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.

C. **Contractor to Correct and Pay for Non-Conforming Work.** Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.

D. **Contractor's Compliance with Warranty Provisions.** If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or within one (1) year after the date for commencement of any system warranties established under Sections 5.16D, 5.21, 6.08B, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one (1) year 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 performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one (1) year from the date of repair or replacement. Obligations under this Section shall survive Final Acceptance.

E. **Contractor to Remove Non-Conforming Work.** Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

F. **Owner May Charge Contractor for Non-Conforming Work.** If Contractor fails to correct nonconforming Work within a reasonable time

after written notice to do so, Owner may replace, correct or remove the nonconforming Work and charge the cost thereof to the Contractor.

G. **Contractor to Pay for Damaged Work During Correction.** Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

H. **No Period of Limitation on Other Requirements.** Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one (1) year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.

I. **Owner May Accept Non-Conforming Work and Charge Contractor.** If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

#### 5.17 CLEAN UP

A. **Contractor to Keep Site Clean and Leave It Clean.** Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so, and the cost thereof shall be charged to Contractor. Contractor further agrees:

1. To comply with regulations of authorities having jurisdiction and safety standards for cleaning;
2. To not burn waste materials;
3. To not bury debris or excess materials on the Owner's property;

4. To not discharge volatile, harmful or dangerous materials into drainage systems; and

5. To remove waste materials from the site and dispose of in a lawful manner.

6. Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

#### 5.18 ACCESS TO WORK AND COMMUNICATIONS REGARDING PROJECT STATUS

A. **Owner and A/E Access to Work Site.** Contractor shall provide Owner and, if applicable, A/E, access to the Work in progress wherever located.

B. **Pre-Project Conference.** Owner shall conduct a pre-project conference after execution of the Contract and prior to commencement of Contractor's performance. The parties to the Agreement shall review their respective responsibilities and personnel assignments.

1. **Attendees.** The Owner, the Contractor and its superintendent, subcontractors, suppliers, manufacturers and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.

2. **Agenda.** Discuss significant items that could affect progress, including the tentative project progress schedule, critical sequencing, use of the premises and procedures for processing Change Orders and equipment deliveries.

3. Minutes of the meeting shall be taken by the Owner. The Owner shall promptly distribute the meeting minutes to everyone concerned. Contractor is required to distribute the meeting minutes to affected subcontractors and prime suppliers.

C. **Progress Meetings at Regular Intervals.** Contractor should attempt to coordinate meeting dates with preparation of payment requests.

1. **Agenda.** Review minutes of the previous progress meeting. Review significant items that could affect progress. Include topics appropriate to the current status of the Project.

2. **Review Project Progress Schedule Since the Last Meeting.** Determine where each activity is in relation to the schedule, and whether on time, ahead of, or behind the schedule. Determine how areas that are behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed within the Contract time.
- D. **Reporting.** No later than three (3) Days after each meeting, distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a summary, in narrative form, of progress since the previous meeting.

### 5.19 OTHER CONTRACTS

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

### 5.20 SUBCONTRACTORS AND SUPPLIERS

A. **Subcontractor Responsibilities.** The Contractor shall include the language of this Section in each of its first-tier Subcontracts and shall require each of its Subcontractors to include the same language of this Section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this Section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontracts meet the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have a Washington Employment Security Department number, as required in Title 50 RCW;

4. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  5. Maintain Industrial Insurance (workers' compensation coverage) for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  6. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The training must be provided by L&I or by a training provider whose curriculum is approved by L&I. Contractors that have completed three (3) or more public works projects, have had a valid business license in Washington for three (3) or more years, and are listed on the L&I exemption list are exempt from this training requirement;
  7. Within the three (3) year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by L&I, or through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW;
  8. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3); and
  9. If applicable, have:
    - a. An electrical contractor license, if required by Chapter 19.28 RCW; and/or
    - b. An elevator contractor license, if required by Chapter 19.28, RCW.
- B. **Provide Names of Subcontractors and Use Qualified Firms.** Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500 (two thousand five-hundred dollars). Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection and shall obtain Owner's written consent before making any substitutions or additions.

**C. Subcontracts in Writing and Pass-Through Provision.**

All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this Section shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.

**D. Coordination of Subcontractors; Contractor Responsible for Work.**

Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.

**E. Automatic Assignment of Subcontracts.**

Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:

1. **Effective Only After Termination and Owner Approval.** The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
2. **Owner Assumes Contractor's Responsibilities.** After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
3. **Impact of Bond.** The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

**5.21 WARRANTY OF CONSTRUCTION**

**A. Contractor Warranty of Work.** In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.

**B. Contractor Responsibilities.** With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. **Obtain Warranties.** Obtain all warranties that would be given in normal commercial practice;
2. **Warranties for Benefit of Owner.** Require all warranties to be executed, in writing, for the benefit of Owner;
3. **Enforcement of Warranties.** Enforce all warranties for the benefit of Owner, if directed by Owner; and
4. **Contractor Responsibility for Subcontractor Warranties.** Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.

**C. Warranties Beyond Final Acceptance.** The obligations under this Section shall survive Final Acceptance.

**5.22 INDEMNIFICATION**

**A.** In performing work and services hereunder, the Contractor, its employees, agents and representatives, shall be acting as independent contractors, and shall not be deemed or construed to be employees or agents of STA in any manner whatsoever. The Contractor shall not hold itself out as, nor claim to be, an officer or employee of STA by reason hereof, and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of STA. The Contractor shall be solely responsible for any claims for wages or compensation by the Contractor's employees, agents and representatives, and shall save and hold STA harmless therefrom.

**B.** To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless STA and all of STA's officers, employees, and agents from and against all claims, demands,

suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing work and services under this Agreement. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, the Contractor shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Contractor, and all judgments that may be obtained against STA, or any of its officers, agents, or employees in such suits. Further, the Contractor waives immunity under the Industrial Insurance Act and assumes all liability for actions brought by him or his employees against STA for injuries in the performance of this Agreement. The Contractor represents this provision has been negotiated with STA.

- C. To the maximum extent permitted by law, STA shall indemnify and hold harmless the Contractor and all of Contractor's officers, employees, and agents from and against all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of STA, or STA's employees, agents, and representatives while engaged in the business of public transportation and with respect to its duties and obligations as fee owner of the real property which Contractor has been engaged to manage. In the event that any claims, investigations, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, STA shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by Contractor, any penalties imposed on Contractor or STA, and all judgments that may be obtained against Contractor, or any of its officers, agents, or employees in such suits. STA represents this provision has been negotiated with Contractor.

## PART 6: PAYMENTS AND COMPLETION

### 6.01 CONTRACT SUM

- A. **Owner Shall Pay Contract Sum.** Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

### 6.02 SCHEDULE OF VALUES

- A. **Contractor to Submit Schedule of Values.** Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a Schedule of Values. The Schedule of Values shall include appropriate amounts for mobilization and demobilization, record drawings, Operations & Maintenance manuals, and any other requirements for Project closeout, and shall be approved and used by Owner as the basis for progress payments. Project closeout costs should be scheduled independent of any retainage amount. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

### 6.03 APPLICATION FOR PAYMENT

- A. **Statement of Intent to Pay Prevailing Wages.** The Statement of Intent to Pay Prevailing Wages for the Contractor and each Subcontractor must be on file with the Owner before commencement of work and before the first payment can be made.
- B. **Monthly Application for Payment with Substantiation.** At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values.
1. Each Application for Payment must include a statement that prevailing wages have been paid by the contractor in accordance with the pre-filed statement or statements of Intent to Pay prevailing wages on file.
  2. If federally funded, certified weekly payrolls must be submitted with Application for Payment.
  3. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by the Owner.
  4. **Payment Application Times.** Progress payments will be made only for actual work performed or materials delivered.
  5. **Payment Application Forms.** Use the Form for Applications for Payment included in the addenda or preapproved format.
  6. Include amounts of Change Orders and Construction Change Directives issued prior to the last Day of the construction period covered by the application.

7. **Transmittal.** Submit one (1) executed copy of each Application for Payment to the Owner by means ensuring receipt within twenty-four (24) hours; one (1) copy shall be complete, including waivers of lien and similar attachments, when required.
  8. Transmit each copy with a transmittal form listing attachment(s), and recording appropriate information related to the application in a manner acceptable to the Owner.
  9. **Waivers of Mechanics Lien.** With each Application for Payment, submit waivers of lien from every entity who may lawfully be entitled to file a lien arising out of the Contract, and related to the work covered by the payment.
  10. The Contractor shall be paid, upon the submission of proper applications for payment, within thirty (30) Days after STA's approval of the Contractor's application.
- C. **Contractor Certifies Subcontractors Paid.** By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- D. **Reconciliation of Work with Progress Schedule.** At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- E. **Payment for Material Delivered to Site or Stored Off-Site.** If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. **Suitable Facility or Location.** The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
  2. **Facility or Location Within 10 Miles of Project.** The facility or location is located within a ten (10) mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
  3. **Facility or Location Exclusive to Project's Materials.** Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
  4. **Insurance Provided on Materials in Facility or Location.** Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
  5. **Facility or Location Locked and Secure.** The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
  6. **Owner Right of Access to Facility or Location.** Owner shall at all times have the right of access in company of Contractor;
  7. **Contractor Assumes Total Responsibility for Stored Materials.** Contractor and its surety assume total responsibility for the stored materials; and
  8. **Contractor Provides Documentation and Notice When Materials Moved to Site.** Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

#### 6.04 PROGRESS PAYMENTS

- A. **Owner to Pay Within Thirty (30) Days.** Owner shall make progress payments, in such amounts as Owner determines are properly due, within thirty (30) Days after receipt of a properly executed and complete Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. **Withholding Retainage; Options for Retainage.** When allowed by law, Owner shall retain five percent (5%) of the amount of each progress payment until forty-five (45) Days after Final Acceptance and receipt of all documents

required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

1. When the Project is subject to Federal Assistance, the Owner shall rely upon the Contractor's Payment and Performance Bonds to satisfy (i) The claims of any person or persons arising under the contract to the extent such claims are provided for in RCW [39.08.010](#); and (ii) the state with respect to taxes, increases, and penalties incurred on the public improvement project under Titles [50](#), [51](#), and [82](#) RCW which may be due. The contract bond must remain in full force and effect until, at a minimum, all claims filed in compliance with chapter [39.08](#) RCW are resolved.

C. **Title Passes to Owner Upon Payment.** Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

D. **Interest on Unpaid Balances.** Payments due and unpaid in accordance with the Contract Documents may bear interest as specified in Chapter 39.76 RCW.

## 6.05 PAYMENTS WITHHELD

A. **Owner's Right to Withhold Payment.** Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:

1. **Non-Compliant Work.** Work not in accordance with the Contract Documents;
2. **Remaining Work to Cost More Than Unpaid Balance.** Reasonable evidence that

the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;

3. **Owner Correction or Completion Work.** Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
4. **Contractor's Failure to Perform.** Contractor's failure to perform in accordance with the Contract Documents; or
5. **Contractor's Negligent Acts or Omissions.** Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.

B. **Owner to Notify Contractor of Withholding for Unsatisfactory Performance.** In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with Chapter 39.76 RCW.

## 6.06 RETAINAGE AND BOND CLAIM RIGHTS

A. **Chapters 39.08 RCW and 60.28 RCW Incorporated by Reference.** Chapters 39.08 and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

## 6.07 SUBSTANTIAL COMPLETION

A. **Substantial Completion Defined.** Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of

Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

#### 6.08 PRIOR OCCUPANCY

- A. **Prior Occupancy Defined; Restrictions.** Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. **Damage; Duty to Repair and Warranties.** Notwithstanding anything in the preceding Section, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one (1) year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

#### 6.09 FINAL INSPECTION, FINAL COMPLETION, ACCEPTANCE, AND PAYMENT (PROJECT CLOSE-OUT)

- A. **Final Inspection.** On receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner 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.
- B. The Owner will repeat the inspection once when requested and assured that the work has been substantially completed. Subsequent inspections necessary to assure that the work has been substantially completed will be charged at the Owner representative's normal billing rate and a Construction Change Directive will be prepared to deduct the representative's charges from the Contract Sum.

1. The Owner will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Owner.
  2. Upon completion of reinspection, the Owner will prepare a certificate of Final Acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.
- C. Before requesting final inspection for certification of Final Acceptance and final payment, Contractor must complete the following:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes, if applicable, to the Contract Sum.
  3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Owner.
  4. Submit a consent of surety to final payment.
  5. Submit a final liquidated damages settlement statement, if applicable.
  6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  7. Closeout and final payment of this project may be contingent upon completion and resolution of a Davis-Bacon Prevailing Wage audit.
  8. Remove temporary protection and facilities installed for protection of the work during construction.
  9. Assurance that unsettled claims will be settled.
  10. Assurance that Work not complete and accepted will be completed without undue delay.
  11. Transmittal of required project construction records to Owner.

12. Proof that taxes, fees, and similar obligations have been paid.
  13. Removal of surplus materials (not belonging to STA), rubbish and similar elements.
  14. Affidavit of Wages Paid certification.
  15. If federally funded, submit final certified weekly payrolls.
  16. All required warranties have been written and submitted.
- D. **Final Completion Defined.** Final Completion shall be achieved when the Work is fully complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- E. **Final Acceptance Defined.** Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
1. Final payment (retainage or release of bond where applicable) cannot be made until Release of Lien Notices have been received from the Washington State Department of Revenue, Employment Security Department, and L&I, if applicable.
- F. **Final Payment Waives Claim Rights.** Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits identified in the Contract Documents.
- G. **Prior to and/or contemporaneous with, Final Acceptance the following must be complete:**
1. Contractor must submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents;
  2. Contractor must obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities; include occupancy permits, operating certificates, and similar releases as applicable;
  3. Contractor must complete final clean up requirements; and
  4. Contractor must arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives.

## PART 7: CHANGES

### 7.01 CHANGE IN THE WORK

- A. **Changes in Work, Contract Sum, And Contract Time by Change Order.** Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. **Owner May Request COP from Contractor.** If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within fourteen (14) Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or

inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

- C. **COP Negotiations.** Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. **Change Order as Full Payment and Final Settlement.** If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. **Failure to Agree Upon Terms of Change Order; Final Offer and Claims.** If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within thirty (30) Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. **Field Authorizations.** The Owner may direct the Contractor to proceed with a change in the Work through a written "Field Authorization" (also referred to as a "Field Order") when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

1. The Scope of change to the Work;
2. An estimated amount to perform the scope of the change to the Work;
3. Any estimated change to the Contract Time; and
4. The method of final cost determination in accordance with the requirements of Section 7.02A.3 of the GC; and

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization Work until that work has been incorporated into an executed Change Order.

## 7.02 CHANGE IN THE CONTRACT SUM

### A. General Application

1. **Contract Sum Changes Only by Change Order.** The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
2. **Owner Fault or Negligence as Basis for Change in Contract Sum.** If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05A.
  - a. **Notice and Record Keeping for Equitable Adjustment.** A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within seven (7) Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have

known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

b. **Content of Notice for Equitable Adjustment; Failure to Comply.**

Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than seven (7) Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

c. **Contractor to Provide Supplemental Information.**

Within thirty (30) Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with Section 7.02A.2.a above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for

compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are-prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

d. **Contractor to Proceed with Work as Directed.**

Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

e. **Contractor to Combine Requests for Same Event Together.**

Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

3. **Methods for Calculating Change Order Amount.**

The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:

a. **Fixed Price.** On the basis of a fixed price as determined in Section 7.02B.

b. **Unit Prices.** By application of unit prices to the quantities of the items involved as determined in Section 7.02C.

c. **Time and Materials.** On the basis of time and material as determined in Section 7.02D.

d. **Fixed Price Method Is Default; Owner May Direct Otherwise.** When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in Section 7.02A.3 to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. **Change Order Pricing -- Fixed Price**

**Procedures.** When the fixed price method is used to determine the value of any Work covered by a

Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. **Breakdown and Itemization of Details on COP.** Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below and shall be submitted on breakdown sheets in a form approved by Owner.
2. **Use of Industry Standards in Calculating Costs.** All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. **Costs Contingent on Owner's Actions.** If any of the Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. **Markups on Additive and Deductive Work.** The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
5. **Breakdown Not Required If Change Less Than \$1,000.** If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. **Breakdown Required If Change Between \$1,000 And \$2,500.** If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
  - a. lump sum labor;
  - b. lump sum material;
  - c. lump sum equipment usage;
  - d. overhead in accordance with Section 7.02B.7.f;
  - e. profit in accordance with Section 7.02B.7.g; and
  - f. insurance and bond costs in accordance with Section 7.02B.7.h.
7. **Components of Increased Cost.** Any request for adjustment of Contract Sum based upon the fixed price method over \$2,500 shall include only the following items:
  - a. **Craft Labor Costs.** These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
    - (1) **Basic Wages and Benefits.** Hourly rates and benefits as stated on the L&I approved Intent or Davis-Bacon prevailing wages, or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed fifteen percent (15%) of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
    - (2) **Worker's Compensation Insurance.** Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by L&I.
    - (3) **Federal Insurance.** Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
    - (4) **Travel Allowance.** Travel allowance and/or subsistence, if applicable, shall be consistent with Owner's policy allowing reimbursement or allotment of

- amounts actual, reasonable, and necessary. Owner's full policy regarding Travel is available on request.
- (5) **Safety.** Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed two percent (2%) of the sum of the amounts calculated in (1), (2), and (3) above.
- b. **Material Costs.** This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.
- c. **Equipment Costs.** This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
- (1) Associated General Contractors - Washington State Department of Transportation ("AGC WSDOT") Equipment Rental Agreement current edition, on the Contract execution date.
  - (2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
  - (3) The National Electrical Contractors Association for equipment used on electrical work.
  - (4) The Mechanical Contractors Association of America for equipment used on mechanical work.
- (5) The EquipmentWatch Rental Rate (Blue Book) shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.
- d. **Allowance for Small Tools, Expendables & Consumable Supplies.** Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:
- (1) **3% For Contractor.** For Contractor, three percent (3%) of direct labor costs.
  - (2) **5% For Subcontractors.** For Subcontractors, five percent (5%) of direct labor costs.
- Expendables and consumable supplies directly associated with the change in Work must be itemized.
- e. **Subcontractor Costs.** This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. **Allowance for Overhead.** This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this Section. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all

cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

(1) **Projects Less Than \$3 Million.**

For projects where the Contract Award Amount is under \$3 million, the following shall apply:

- (a) **Contractor Markup on Contractor Work.** For Contractor, for any Work actually performed by Contractor's own forces, shall not exceed sixteen percent (16%) of the first \$50,000 of the cost, and four percent (4%) of the remaining cost, if any.
- (b) **Subcontractor Markup for Subcontractor Work.** For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, shall not exceed sixteen percent (16%) of the first \$50,000 of the cost, and four percent (4%) of the remaining cost, if any.
- (c) **Contractor Markup for Subcontractor Work.** For Contractor, for any work performed by its Subcontractor(s), shall not exceed six percent (6%) of the first \$50,000 of the amount due each Subcontractor, and four percent (4%) of the remaining amount if any.
- (d) **Subcontractor Markup for Lower Tier Subcontractor Work.** For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, shall not exceed four percent (4%) of the first \$50,000 of the amount due the sub-Subcontractor, and two percent (2%) of the remaining amount if any.
- (e) **Basis of Cost Applicable for Markup.** The cost to which overhead is to be applied shall be developed in accordance

with Sections 7.02B.7.a through 7.02B.7.e.

(2) **Projects More Than \$3 Million.**

for projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

- (a) **Contractor Markup on Contractor Work.** For Contractor, for any Work actually performed by Contractor's own forces, shall not exceed twelve percent (12%) of the first \$50,000 of the cost, and four percent (4%) of the remaining cost, if any.
- (b) **Subcontractor Markup for Subcontractor Work.** For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, shall not exceed twelve percent (12%) of the first \$50,000 of the cost, and four percent (4%) of the remaining cost, if any.
- (c) **Contractor Markup for Subcontractor Work.** For Contractor, for any Work performed by its Subcontractor(s), shall not exceed four percent (4%) of the first \$50,000 of the amount due each Subcontractor, and two percent (2%) of the remaining amount if any.
- (d) **Subcontractor Markup for Lower Tier Subcontractor Work.** For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, shall not exceed four percent (4%) of the first \$50,000 of the amount due the sub-Subcontractor, and two percent (2%) of the remaining amount if any.
- (e) **Basis of Cost Applicable for Markup.** The cost to which overhead is to be applied shall be developed in accordance

with Sections 7.02B.7.a through 7.02B.7.e.

- g. **Allowance for Profit.** This allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

(1) **Contractor/Subcontractor Markup for Self-Performed Work.** For Contractor or Subcontractor of any tier for work performed by their forces, six percent (6%) of the cost developed in accordance with Sections 7.02B.7.a through 7.02B.7.e.

(2) **Contractor/Subcontractor Markup for Work Performed at Lower Tier.** For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, shall not exceed four percent (4%) of the subcontract cost developed in accordance with Sections 7.02B.7.a through 7.02B.7.h.

- h. **Insurance and Bond Premiums.** Cost of change in insurance or bond premium. This is defined as:

(1) **Contractor's Liability Insurance.** The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and

(2) **Payment and Performance Bond.** The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with Sections 7.02B.7.f and 7.02B.7.g.

C. **Change Order Pricing -- Unit Prices**

1. **Content of Owner authorization.** Whenever Owner authorizes Contractor to

perform Work on a unit-price basis, Owner's authorization shall clearly state:

- a. **Scope.** Scope of work to be performed;
- b. **Reimbursement Basis.** Type of reimbursement including pre-agreed rates for material quantities; and
- c. **Reimbursement Limit.** Cost limit of reimbursement.

2. **Contractor Responsibilities.** Contractor shall:

- a. Cooperate with owner and assist in monitoring the work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
- b. Leave access as appropriate for quantity measurement; and
- c. Not exceed any cost limit(s) without Owner's prior written approval.

3. **Cost Breakdown Consistent with Fixed Price Requirements.** Contractor shall submit costs in accordance with Section 7.02B and satisfy the following requirements:

- a. **Unit Prices Must Include Overhead, Profit, Bond and Insurance Premiums.** Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
- b. **Owner Verification of Quantities.** Quantities must be supported by field measurement statements approved by Owner.

D. **Change Order Pricing -- Time-and-Material Prices**

1. **Content of Owner Authorization.** Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:

- a. **Scope.** Scope of Work to be performed;
- b. **Reimbursement Basis.** Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
- c. **Reimbursement Limit.** Cost limit of reimbursement.

2. **Contractor responsibilities.** Contractor shall:
    - a. **Identify Workers Assigned.** Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
    - b. **Provide Daily Timesheets.** Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within two (2) business days for Owner's review;
    - c. **Allow Owner to Measure Quantities.** Leave access as appropriate for quantity measurement;
    - d. **Perform Work Efficiently.** Perform all Work in accordance with this Section as efficiently as possible; and
    - e. **Not Exceed Owner's Cost Limit.** Not exceed any cost limit(s) without Owner's prior written approval.
  3. **Cost Breakdown Consistent with Fixed Price Requirements.** Contractor shall submit costs in accordance with Section 7.02B and additional verification supported by:
    - a. **Timesheets.** Labor detailed on daily time sheets; and
    - b. **Invoices.** Invoices for material.
1. **Notice and Record Keeping for Contract Time Request.** A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within seven (7) Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
  2. **Timing and Content of Contractor's Notice.** Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than seven (7) Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
  3. **Contractor to Provide Supplemental Information.** Within thirty (30) Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with Section 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the

### 7.03 CHANGE IN THE CONTRACT TIME

- A. **COP Requests for Contract Time.** The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. **Time Extension Permitted If Not Contractor's Fault.** If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.

time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

4. **Contractor to Proceed with Work as Directed.** Pending final resolution of any request in accordance with this Section, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. **Contractor to Demonstrate Impact on Critical Path of Schedule.** Any change in the Contract Time covered by a Change Order or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. **Cost of Change in Contract Time.** Contractor may request compensation for the cost of a change in Contract Time in accordance with this Section, 7.03.D, subject to the following conditions:
1. **Must Be Solely Fault of Owner Or A/E.** The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
  2. **Procedures.** Contractor shall follow the procedure set forth in Section 7.03B;
  3. **Demonstrate Impact on Critical Path.** Contractor shall establish the extent of the change in Contract Time in accordance with Section 7.03C; and
  4. **Limitations on Daily Costs.** The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B.7.f for any change in the Work that contributed to this change in Contract Time:

- a. **Non-Productive Supervision of Labor.** Cost of nonproductive field supervision or labor extended because of the delay;
- b. **Weekly Meetings and Indirect Activities.** Cost of weekly meetings or similar indirect activities extended because of the delay;
- c. **Temporary Facilities or Equipment Rental.** Cost of temporary facilities or equipment rental extended because of the delay;
- d. **Insurance Premiums.** Cost of insurance extended because of the delay;
- e. **Overhead.** General and administrative overhead in an amount to be agreed upon, but not to exceed three percent (3%) of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

## PART 8: CLAIMS AND DISPUTE RESOLUTION

### 8.01 CLAIMS

- A. **A Claim is Contractor's Remedy.** If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02, the Contract Time as provided in Section 7.03, or any dispute interpretation of the parties respective obligations and duties under the Contract documents Contractor's only remedy shall be to file a Claim with Owner as provided in this Section.
- B. **Claim Filing Deadline for Contractor.** Contractor shall file its Claim within one-hundred-twenty (120) Days from Owner's final offer made in accordance with Section 7.01E or by the date of Final Acceptance, whichever occurs first.
- C. **Claim Must Cover All Costs and Be Documented.** The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
  1. **Factual Statement of Claim.** A detailed factual statement of the Claim for additional

- compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
2. **Dates.** The date on which facts arose that gave rise to the claim;
  3. **Owner and A/E Employee's Knowledgeable About Claim.** The name of each employee of Owner or A/E knowledgeable about the Claim;
  4. **Support from Contract Documents.** The specific provisions of the Contract Documents which support the Claim;
  5. **Identification of Other Supporting Information.** The identification of any documents and the substance of any oral communications that support the Claim;
  6. **Copies of Supporting Documentation.** Copies of any identified documents, other than the Contract Documents, which support the Claim;
  7. **Details on Claim for Contract Time.** If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
  8. **Details on Claim.** for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
  9. **Statement Certifying Claim.** A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. **Response to Claim Filed.** After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner's Contract Compliance Specialist ("CCS"), or their designee, shall respond, in writing, to Contractor as follows:
1. **Response Time for Claim Less Than \$50,000.** If the Claim amount is less than \$50,000, with a decision within sixty (60) Days from the date the Claim is received; or
  2. **Response Time for Claim Of \$50,000 Or More.** If the Claim amount is \$50,000 or more, with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. **Review of Claim and Finality of Decision.** To assist in the review of Contractor's Claim, Owner's CCS, or their designee, may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's CCS' written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. **Waiver of Contractor Rights for Failure to Comply with This Section.** Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.
- G. **Finality of Decision.** The CCS' decision shall be final and conclusive unless within ten (10) Days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer ("CEO") of STA. STA's CEO review of the Contracting Officer's decision is limited to a review and decision issued on the same record presented to the Contracting Officer.
- H. **Appeal Procedure.** In connection with appeal to CEO, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Contract while matters in dispute are being resolved. The final decision of the CEO shall be binding upon the Contractor and the Contractor shall abide by the decision. The only available review is by an arbitrator as provided below and the applicable standard of review is whether the CEO's decision was arbitrary and capricious.

## 8.02 ARBITRATION

- A. **Timing of Contractor's Demand for Review of CEO's Decision by Third-Party Neutral (Arbitration).** If Contractor disagrees with CEO's decision rendered in accordance with Section 8.01H, Contractor shall provide Owner with a written demand for review by a third-party neutral (arbitration). No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of the CEO's decision on such Claim. Failure to demand arbitration within said thirty (30) Day period shall result in the CEO's decision being final and binding upon Contractor and its Subcontractors.
- B. **Selection of The Third-Party Neutral (Arbitrator).** The parties shall mutually select a third-party neutral to review the parties' claims within the confines of the decision issued by the CEO. If the parties are unable to mutually select a third-party neutral, they shall each appoint a neutral and the two appointed neutrals shall agree to the appointment of the third-party neutral who will preside over the matter.
- C. **Standard of Review.** The arbitrator's review shall be limited to determining whether the CEO acted arbitrarily and capriciously in issuing its decision. Decisions issued under the Administrative Procedures Act may guide the arbitrator in determining whether the CEO acted arbitrarily and capriciously.
- D. **Costs of Arbitration.** The costs of arbitration will be borne by the party against whom judgment is issued. To the extent neither party substantially prevails at arbitration, the parties will split equally the costs associated with the arbitration.
- E. **Arbitration is Forum for Resolving Claims Other Than Those Identified Under Part 8 Above.** All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- F. **Owner May Combine Claims into Same Arbitration.** Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.

- G. **Settlement Outside of Arbitration to Be Documented in Change Order.** If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

## 8.03 CLAIMS AUDITS

- A. **Owner May Audit Claims.** All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. **Contractor to Make Documents Available.** In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
  2. Collective bargaining agreements;
  3. Insurance, welfare, and benefits records;
  4. Payroll registers;
  5. Earnings records;
  6. Payroll tax forms;
  7. Material invoices, requisitions, and delivery confirmations;
  8. Material cost distribution worksheet;
  9. Equipment records (list of company equipment, rates, etc.);
  10. Vendors', rental agencies', Subcontractors', and agents' invoices;
  11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
  12. Subcontractors' and agents' payment certificates;
  13. Cancelled checks (payroll and vendors);

14. Job cost report, including monthly totals;
15. Job payroll ledger;
16. Planned resource loading schedules and summaries;
17. General ledger;
18. Cash disbursements journal;
19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
24. Work sheets, software, and all other documents used by Contractor to prepare its Bid.

- C. **Contractor to Provide Facilities for Audit and Shall Cooperate.** The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

## PART 9: TERMINATION OF THE WORK

### 9.01 TERMINATION BY OWNER FOR CAUSE

- A. **Seven (7) Day Notice to Terminate for Cause.** Owner may, upon seven (7) Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:

1. **Contractor Fails to Prosecute Work.** Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
2. **Contractor Bankrupt.** Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
3. **Contractor Fails to Correct Work.** Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
4. **Contractor Fails to Supply Workers or Materials.** Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
5. **Contractor Failure to Pay Subcontractors or Labor.** Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
6. **Contractor Violates Laws.** Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
7. **Contractor in Material Breach of Contract.** Contractor is otherwise in material breach of any provision of the Contract Documents.

- B. **Owner's Actions Upon Termination.** Upon termination, Owner may at its option:

1. **Take Possession of Project Site.** Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;

2. **Accept Assignment of Subcontracts.** Accept assignment of subcontracts pursuant to Section 5.20; and
3. **Finish the Work.** Finish the Work by whatever other reasonable method it deems expedient.
- C. **Surety's Role.** Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. **Contractor's Required Actions.** When Owner terminates the Work in accordance with this Section, Contractor shall take the actions set forth in Section 9.02B and shall not be entitled to receive further payment until the Work is accepted.
- E. **Contractor to Pay for Unfinished Work.** If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. **Contractor and Surety Still Responsible for Work Performed.** Termination of the Work in accordance with this Section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. **Conversion Of "Termination for Cause" To "Termination for Convenience".** If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in Section 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.
- 9.02 TERMINATION BY OWNER FOR CONVENIENCE
- A. **Owner Notice of Termination for Convenience.** Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. **Contractor Response to Termination Notice.** Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. **Cease Work.** Stop performing Work on the date and as specified in the notice of termination;
  2. **No Further Orders or Subcontracts.** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
  3. **Cancel Orders and Subcontracts.** Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
  4. **Assign Orders and Subcontracts to Owner.** Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
  5. **Take Action to Protect the Work.** Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
  6. **Continue Performance Not Terminated.** Continue performance only to the extent not terminated.
  7. **Owner's Property.** If the Contractor has any property in its possession belonging to STA, the Contractor will account for the same, and return it to STA or dispose of it in the manner STA directs.
- C. **Terms of Adjustment in Contract Sum If Contract Terminated.** If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.

- D. **Owner to Determine Whether to Adjust Contract Time.** If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

## PART 10: MISCELLANEOUS PROVISIONS

### 10.01 GOVERNING LAW & VENUE

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the Superior Court of Spokane County, Washington.

### 10.02 COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

### 10.03 SUCCESSORS AND ASSIGNS

Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

### 10.04 MEANING OF WORDS

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings or required to complete the installation.

### 10.05 EMPLOYEE SOLICITATION

Contractor, without the written consent of Owner, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of Owner to: (a) cease employment with Owner; or (b) do business related to a business connected with the Contractor's business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the Work is accepted by Owner, whichever is earlier. Owner's employees shall be deemed to be related to or connected with a Contractor if such Owner employee becomes (a) a partner in a general or limited partnership or employee of a partnership; or (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Contractor or any of Contractor's affiliates, subsidiaries or connected business. This Section shall survive the termination of the Contract. This Contract is not restricted to any geographical area.

Contractor recognizes and acknowledges that Owner's employees may receive training and other benefits from its contractual relationship with Owner because of Owner's assignment of employees to work in connection with the Contract. Contractor agrees the restrictions on soliciting, influencing, enticing or hiring Owner employees are reasonable.

### 10.06 RIGHTS AND REMEDIES

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

### 10.07 CONTRACTOR REGISTRATION

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

### 10.08 TIME COMPUTATIONS

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday.

### 10.09 PUBLIC RECORDS ACT

Each Party to the Contract understands and acknowledges the Owner is a municipal corporation of the State of Washington subject to the “Public Records Act”, RCW 42.56 *et seq.*

Contractor understands and agrees that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Contractor shall cooperate in a timely manner with Owner in responding to a public records request (“PRR”) related to this Agreement or the goods/services provided under this Agreement. Such cooperation shall include searching all records regarding the Work and producing all records that are potentially responsive to a PRR to Owner. Contractor shall mark and segregate all materials in its possession that may be protected by the Public Records Act to protect against inadvertent disclosure of such documents and to facilitate Owner’s application of allowable Public Records Act exemptions. Contractor shall not charge Owner for the time spent gathering and producing records pursuant to a PRR.

### 10.10 RECORDS RETENTION

The wage, payroll and cost records of Contractor, and its Subcontractors created or used for the Project, shall be retained for a period of not less than six (6) years after the date of Final Acceptance.

### 10.11 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor, or any persons other than Owner and Contractor.

### 10.12 HEADINGS AND CAPTIONS

All headings and captions used in these GC are only for convenience of reference and shall not be used in any way in connection with the meaning, effect, interpretation, construction or enforcement of the GC, and do not define the limit or describe the scope or intent of any provision of these GC.

### 10.13 ANTITRUST ASSIGNMENT

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials and

equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

### 10.14 CONFLICT OF INTEREST

No employee, officer or agent of Owner shall participate in the selection, award or administration of the Contract if a conflict of interest, real or apparent, would be involved. Such conflict would arise when:

- A. The employee, officer or agent;
- B. any member of his or her immediate family;
- C. his or her partner; or
- D. an organization which employs, or is about to employ, an employee, officer or agent of STA

has a financial interest in the firm, Contractor or Subcontractors, of any tier, selected for Award.

### 10.15 COUNTERPARTS

The Contract may be executed in one or more counterparts, each of which shall constitute an original Contract, but all of which together shall constitute one and the same instrument.

### 10.16 ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

END OF SECTION 007200

SECTION 007300 - Supplemental Conditions

1. LIQUIDATED DAMAGES

The Contractor agrees to pay to STA liquidated damages in the amount of \$150 for each Day the Contractor fails to provide services or respond to an STA request for services hereinafter provided. These liquidated damages are for the purpose of any delay or impact caused to STA by virtue of the Contractor's acts or omissions and do not cover any other actual or consequential damages other than delay. STA and the Contractor agree that such damages cannot be reasonably determined at this time. Such damages are very difficult to accurately estimate because of numerous factors, including, but not limited to inconvenience to STA. Further, the Parties agree this is a reasonable forecast of all factors now known and available for consideration relating to the delay caused by Contractor's failure to perform. Liquidated damages shall be deducted from the Contract by Change Order.

END OF SECTION 007300

SECTION 007346.1 – WA PREVAILING WAGE RATES – SPOKANE COUNTY

In the preparation of its Bid, based on these specifications, the Bidder is solely responsible to:

1. Use the prevailing wage schedule in effect for the Bid Due Date; and
2. Determine the appropriate labor classification(s); and
3. Utilize the appropriate and correct prevailing wage and benefit rate(s).

The State of Washington, Department of Labor and Industries issues revised wage schedules twice per year (every 6 months) which become effective approximately the first of March and the last of August. The wage schedule that will apply to this solicitation will be the schedule in effect as of the Bid Due Date. Therefore, the Bidder is cautioned to be mindful that Addenda changing the Bid Due Date could make the enclosed schedule obsolete. The Bidder is solely responsible to determine what schedule is applicable to this solicitation and to use that schedule in the preparation of its Bid.

The Prevailing Wage Documents for Public Works from the Washington State Department of Labor and Industries for Spokane County may be found on the Department of Labor and Industries website located at: <https://secure.lni.wa.gov/wagelookup>. Printed copies of the current prevailing wage schedules and forms are available by contacting STA in accordance with subsection 3 of Section 002100 – Instructions to Bidders.

Questions regarding prevailing wages should be directed to the State of Washington, Department of Labor & Industries, located at 901 N. Monroe St., Suite 100, Spokane, Washington, (509) 324-2600; or to PO Box 44540, Olympia WA 98504-4540; (360) 902-5335.

END OF SECTION 007346.1

## SECTION 024119 - SELECTIVE DEMOLITION

### 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. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.

- B. Related Requirements:

- 1. Division 1 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Division 1 Section "Execution" for cutting and patching procedures.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Use of elevator and stairs.
  5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Predemolition Photographs or Video: Submit before Work begins.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

#### 1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  1. Before selective demolition, Owner will remove the following items:
    - a. To Be Determined with Spokane Transit Authority.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs.
  - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
  - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them. Provide documentation of legal disposal site used.

### 3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

### 3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Items to Be Removed and Salvaged: See drawings.

END OF SECTION 024119

## SECTION 055000 - METAL FABRICATIONS

### 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. Perforated steel sheet for top of stairs (DM-1).
  - 2. Miscellaneous steel trim including steel edgings.
- B. Products furnished, but not installed, under this Section include the following:
  - 1. Anchor bolts and slotted-channel inserts.

#### 1.3 COORDINATION

- A. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, anchor bolts, and items with integral anchors, that are to be embedded in to drywall. Deliver such items to Project site in time for installation.

#### 1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:
  - 1. Perforated steel sheet.
  - 2. U-edging trim for perforated steel sheet.

#### 1.5 SAMPLES

- A. Provide sample of steel

#### 1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

## PART 2 - PRODUCTS

### 2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Decorative Perforated Steel Sheet: McNichols Industrial and Architectural Hole Products.
  - 1. Product: Quality round perforated, 18 gauge galvanized steel with ½ inch diameter openings, 11/16 inch on center, staggered pattern. Sheets 48.0 inches by 96.0 inches.

### 2.2 FASTENERS

- A. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
- B. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.
  - 1. Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.
- C. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
- D. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; 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, all hot-dip galvanized per ASTM F 2329.
- E. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.

### 2.3 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Section 099123 Interior Painting."
- B. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- F. Concrete: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 psi (20 MPa).

#### 2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. 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. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with 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. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

- J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

## 2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
  - 1. Fabricate units from slotted channel framing where indicated.
- C. Fabricate steel pipe columns for supporting wood frame construction from steel pipe with steel baseplates and top plates as indicated. Drill or punch baseplates and top plates for anchor and connection bolts and weld to pipe with fillet welds all around. Make welds the same size as pipe wall thickness unless otherwise indicated.
  - 1. Unless otherwise indicated, fabricate from Schedule 40 steel pipe.
  - 2. Unless otherwise indicated, provide 1/2-inch (12.7-mm) baseplates with four 5/8-inch (16-mm) anchor bolts and 1/4-inch (6.4-mm) top plates.
- D. Galvanize miscellaneous framing and supports where indicated.

## 2.6 MISCELLANEOUS STEEL TRIM

- A. Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.

## 2.7 FINISHES, GENERAL

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.
- C. All items to be refinished must be clean to ensure a high quality finish. Accomplish surface preparation with a combination of sandblasting, phosphate washing and burn-off. The method of cleaning to be determined by the condition of the metal.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. 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.
- C. 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. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
  - 1. Benches and Waste Baskets = Match existing anchor type and finish.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Corrosion Protection: Coat concealed surfaces of aluminum that come into contact with grout, concrete, masonry, wood, or dissimilar metals with the following:
  - 1. Cast Aluminum: Heavy coat of bituminous paint.
  - 2. Extruded Aluminum: Two coats of clear lacquer.

### 3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

### 3.3 INSTALLING BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.

- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

### 3.4 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 099123 "Interior Painting."
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 055000

## SECTION 087100 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.

#### 1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification sections.
  - 1. Final Hardware Schedule Content: Based on hardware indicated, organize schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:
    - a. Type, style, function, size, and finish of each hardware item.
    - b. Name and manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of each hardware set cross referenced to indications on Drawings both on floor plans and in door and frame schedule.
    - e. Explanation of all abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for hardware.
    - g. Door and frame sizes and materials.

#### 1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer.
- B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that employs an experienced architectural hardware consultant (AHC) who is available to Agency, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.

#### 1.5 PRODUCT HANDLING

- A. Tag each item, or package separately, with identification related to final hardware schedule, and include basic installation instructions with each item or package.

## PART 2 – PRODUCTS

### 2.1 PRODUCT HANDLING

- A. Tag each item or package separately, with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Packaging of hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate door number to match door numbers of approved hardware schedule.
- C. Inventory hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that the count is correct.
- D. Deliver individually packaged items at the proper times to the proper locations (shop or project site) for installation.
- E. Provide secure lock-up for hardware delivered to the project, but not yet installed. Control handling and installation of hardware items which are not immediately replaceable, so that completion of the work will not be delayed by hardware losses, both before and after installation.

### 2.2 MANUFACTURERS

- A. The numbers shown in the hardware groups are taken from the catalogs of the following manufacturers and are for the purpose of establishing quality, design, function and finish. Except as listed, no substitutes will be allowed, unless approved by the architect prior to bid opening. No substitutions will be allowed after bid opening. Requests for approval must be made to the architect. All substitutions must be from hardware distributors, not factory representatives.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Butts and Hinges:
    - a. Bommer Industries, Inc.
    - b. Hager Hinge Co.
    - c. Ives
    - d. McKinney Products Co.
    - e. Stanley Hardware.
    - f. Pemko

2. Locks:
  - a. Schlage Lock
  - b. Sargent Lock
3. Cylinders:
  - a. Schlage Lock
4. Electronic Locks:
  - a. Schlage Lock
  - b. Sargent Lock
5. Overhead Closers:
  - a. LCN Closers
  - b. Stanley Closers
6. Door Control Devices:
  - a. Ives
  - b. Rockwood Manufacturing Co.
  - c. Triangle Brass Manufacturing Company (Trimco).
  - d. Glynn Johnson
7. Door Trim Units:
  - a. Ives
  - b. Rockwood Manufacturing Co.
  - c. Triangle Brass Manufacturing Company (Trimco).
8. Door Stripping and Seals:
  - a. National Guard Products, Inc.
  - b. Pemko Manufacturing Co., Inc.
  - c. Reese Enterprises, Inc.
  - d. Don-Jo
9. Exit Devices:
  - a. Von Duprin
  - b. Sargent Lock
10. Door Viewer:
  - a. Advanced Safety Devices (ASD)

## 2.3 MATERIALS AND FABRICATION

- A. Hand of Door: Drawings show direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
- B. Base Metals: Produce hardware units of basic metal and forming method indicated, using manufacturer's standard metal alloy, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified standard applicable hardware units by applicable ANSI A156 series standard for each type hardware item and with ANSI A156.18 for finish designation indicated. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.
- C. Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated.
- D. Furnish screws for installation with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of such other work as closely as possible, including "prepared for paint" in surfaces to receive painted finish.
- E. Provide concealed fasteners for hardware units which are exposed when door is closed, except when no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work, except where it is not feasible to adequately reinforce the work. In such cases, provide sleeves for each thru-bolt or use sex screw fasteners.
- F. Tools and Maintenance Instructions for Maintenance: Furnish a complete set of specialized tools and maintenance instructions as needed for Agency's continued adjustment, maintenance, and removal and replacement of finish hardware.

#### 2.4 HINGES, BUTTS AND PIVOTS

- A. Templates: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template produced units.
- B. Screws: Furnish Phillips flat-head machine screws for installation of units, except furnish Phillips flat-head wood screws for installation of units into wood. Finish screw heads to match surface of hinges or pivots.
- C. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
  - 1. Steel Hinges: Steel pins.
  - 2. Non-ferrous Hinges: Stainless steel pins.
  - 3. Out-swinging Lockable Doors: Non-removable pins.
  - 4. Interior Doors: Non-rising pins.
  - 5. Tips: Flat button and matching plug, finished to match leaves, except where hospital tip (HT) indicated.

- D. Number of Hinges: Provide number of hinges indicated but not less than one pair of hinges for each door up to 60" in height. Furnish one each additional hinge for every additional 30" or fraction thereof.
- E. Continuous Hinges: Provide heavy duty full mortise type continuous hinges at all exterior openings and where noted in hardware sets.

## 2.6 LOCKS, LATCHES AND BOLTS

- A. Strikes: Provide manufacturer's standard wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware.
  - 1. Provide dust-proof strikes for foot bolts, except where special threshold construction provides non-recessed strike for bolt.
- B. Lock Throw: Provide 1/2" minimum throw of latchbolts on single doors, 1" minimum throw of deadbolts. Provide 3/4" minimum throw of latchbolts on UL rated pairs of doors where required by code.
- C. Flush Bolt Heads: Minimum of 1/2" diameter rods of brass, bronze or stainless steel, with minimum 12" long rod door doors up to 7'-0" in height. Provide longer rods as necessary for doors exceeding 7'-0" in height.
- D. Exit Device Dogging: Except on fire-rated doors, wherever closers are provided on doors equipped with exit devices, equip the units with a keyed dogging device to hold the push bar down and the latch bolt in the open position.
- E. Shim Kits: On doors with vision panels extending below the exit device mounting height, provide shim kits to space the exit device away from the door sufficient distance to clear the vision panel.

## 2.7 PUSH/PULL UNITS

- A. Exposed fasteners: Provide manufacturer's standard exposed fasteners for installation; through-bolted for match pairs, but not for single units.

## 2.8 CLOSERS AND DOOR CONTROL DEVICES

- A. Size of units. Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use. Provide parallel arms for all overhead closers except as otherwise noted. Furnish drop plates and accessories as required for project conditions.

## 2.9 DOOR TRIM UNITS

- A. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units (kick plates, edge trim, viewers, knockers, mail drops and similar units); either machine screws or self-tapping screws.
- B. Fabricate protection plates (armor, kick or mop) not more than 2" less than door width on stop side and not more than 1/2' less than door width on pull side, x the height indicated.
  - 1. Plastic Plates: Plastic laminate (polyester), 1/8" (0.125") thick, beveled on all four edges.

## 2.11 THRESHOLDS

- A. General: Except as otherwise indicated provide standard metal threshold unit of type, size and profile as shown or scheduled.

## 2.12 HARDWARE FINISHES

- A. Provide matching finishes for hardware units at each door or opening, to the greatest extent possible, and except as otherwise indicated. Reduce differences in color and textures as much as commercially possible where the base metal or metal forming process is different for individual units of hardware exposed at the same door or opening. In general, match items to the manufacturer's standard finish for the latch and lock set (or push-pull units) for color and texture.
- B. Provide finishes which match those established by BHMA or, if none established, match the Architect's sample.
- C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness and other qualities complying with manufacturer's standard, but in no case less than specified for the applicable units of hardware by referenced standards.
- D. The designations used in schedules and elsewhere to indicate hardware finishes are those listed in ANSI A156.18 "Materials & Finishes Standard", including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.
- E. Hardware in general to be Anodized Aluminum to match existing (grey/silver).

## 2.13 HARDWARE SETS

- A. Hardware sets indicate quantity, item, manufacturer and product designation, size, and finish or color, as applicable.

HW 01 (DOOR P115)					
2	EA	CLOSER	4040XP SCUSH	689	LCN
2	EA	DROP PLATE	4040XP-18PA	689	LCN
2	EA	SPACER	4040XP-61	689	LCN
1	EA	PANIC	HD-QEL3347A-NL-OP-LBR	626	VON DUPRIN
1	EA	PANIC	3347A-EO	6E26	VON DUPRIN
12	EA	HINGE COVER	SHF45	600	DON
		ELECTRIC TRANSFER HINGE	BY OWNER		
		ACCESS CONTROL	BY OWNER		

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Mount hardware units at heights indicated in Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations, and except as may be otherwise directed by Architect.
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division-9 sections. Do not install surface-mounted items until finishes have been completed on the substrate.
- C. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drill and counter sink units which are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- E. Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant.

### 3.2 ADJUST AND CLEAN

- A. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustments of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilation equipment.
- B. Instruct Agency's personnel in proper adjustment and maintenance of hardware and hardware finish during the final adjustment of hardware.

- C. Continued Maintenance Service: Approximately six months after the acceptance of hardware in each area, the Installer, accompanied by the representative of the latch and lock manufacturer, shall return to the project and re-adjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct Agency's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials, or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

END SECTION 087100

# FINISH LEGEND

## SECTION 09 00 01

ALSC Project No. 2024-047

STA Task Order #31

First Floor Rotunda TI

Item	Keyword	Manufacturer (Basis-of-Design)	Description	Color/Finish
<b>05 50 00 METAL FABRICATIONS</b>				
Decorative Metal Panels	DM-1	McNichols Industrial and Architectural Hole Products	Quality Round Perforated, 18 Gauge Galvanized Metal, ½" Round on 11/16" Staggered, 48"x96"  Provide U-Edging, Carbon Steel, Cold Rolled, 18 Gauge, Type 402 U-Edging on Top & Bottom	Color: Natural Finish: Powder Coated to match natural galvanized finish from the mill for color consistency
<b>08 71 00 DOOR HARDWARE</b>				
Door Hardware		<i>Refer to specifications</i>		
<b>08 80 00 GLAZING (PROVIDED BY OWNER)</b>				
Architectural Window Film	FILM-1	Strorefront Entry Glazing (excluding doors)	Custom Design	Custom Colors
<b>09 51 00 ACOUSTIC CEILINGS</b>				
Acoustic Ceiling Baffles	ACB-1A	MPS Acoustics	Grille Acoustic Baffle Custom - 12"H Baffles (Style to match BuzziSpace, BuzziGrid) Dimensions: 71.97" x 118.11"L x 8.27" Overall Mounting Method: Cable and Gripper attached to drop ceiling grid	Field Color: Custom STA Pantone (Gray) Accent Color: Custom STA Pantone (Vanpool Green)
	ACB-1B	MPS Acoustics	Grille Acoustic Baffle Custom - 12"H Baffles (Style to match BuzziSpace, BuzziGrid) Dimensions: 71.97" x 118.11"L x 8.27" Overall Mounting Method: Cable and Gripper attached to drop ceiling grid	Field Color: Custom STA Pantone (Gray) Accent Color: Custom STA Pantone (STA Cyan Blue)
	ACB-1C	MPS Acoustics	Grille Acoustic Baffle Custom - 12"H Baffles (Style to match BuzziSpace, BuzziGrid) Dimensions: 71.97" x 118.11"L x 8.27" Overall Mounting Method: Cable and Gripper attached to drop ceiling grid	Field Color: Custom STA Pantone (Gray) Accent Color: Custom STA Pantone (City Line Violet)
<b>09 65 13 RESILIENT BASE AND ACCESSORIES</b>				
Rubber Base	RB-1	Tarkett  <i>(Along Perimeter &amp; Wrap Columns)</i>	Johnsonite Millwork Wall Finishing System Profile: Ledge 6" Outside Corner: Miter Cut @ Installation	Color: Black Pearl
Flooring Transition	TS-1	Flexco	#158, Carpet Edge Reducer	078 Umber
<b>09 68 13 TILE CARPETING</b>				
Carpet Tile	CPT-1	Milliken	Style: Obex Tile, CutX/ Contour Size: 19.7" x 19.7" Installation: Ashlar	Dark Grey w/Navy

# FINISH LEGEND

## SECTION 09 00 01

ALSC Project No. 2024-047

STA Task Order #31

First Floor Rotunda TI

Item	Keyword	Manufacturer (Basis-of-Design)	Description	Color/Finish
<b>09 84 30 SOUND-ABSORBING WALL UNITS</b>				
Acoustical Wall Panels	AWP-1	Polysorb <i>(Located on walls)</i>	Polyester Acoustic Panels Size: 4' x 8', 2" Thickness NRC = 1.0 Mounting Method: PETClips, refer to vendor for qty	Polyester Finish: PS-02 Light Camel
<b>09 91 23 PAINTING</b>				
Paint	PT-1	Benjamin Moore <i>(Typical Walls) - MATCH EXISTING</i>	2111-70	Calm
	PT-2	Benjamin Moore <i>(Typical Ceiling) - MATCH EXISTING</i>	HC-172	Revere Pewter
	PT-3	Benjamin Moore <i>(Ceiling Accent) - MATCH EXISTING</i>	CSP-205	Cathedral Gray
<b>12 50 00 FURNITURE (PROVIDED BY OWNER)</b>				
Desks/Casework	D.1	AIS <i>(Reception Desk)</i>	U-Shaped Calibrate Reception Desk  *Refer to drawings for layout	Laminate: AIS, Phantom Ecru Laminate Countertop: AIS Trytoo Savatre Lighting: Include Safco, Vamp LED Lighting
	D.2	AIS <i>(Typical Workstations)</i>	STA Typical Desk with Felt Dividers	Laminate: AIS, Phantom Ecru LOFT Wall Dividers: Grape Lighting: Include Safco, Vamp LED Lighting
	D.3	AIS <i>(Freestanding by Copier)</i>	4 High Lateral & Paper Storage	Laminate: AIS, Phantom Ecru
Seating	S.1	Kimball International <i>(Lounge Chairs)</i>	Hobsen Lounge Chair Mid Back	Fabric: To Be Determined Frame: Walnut Frame
	S.2	Via Seating <i>(Reception Desk &amp; Conference Table Task Chair)</i>	Brisbane HD mid back with a large C seat #1603 Control Mechanism: #67C Ergonomic Enhancement: Seat depth adjustment #SS Arms: Black Roll Back #39A Armrest: Fixed armrest #5 Base: Black nylon 5-star swivel base #18BB Casters: Two-toned black with grey #16SCG Lumbar Support: Mechanical, internal #12LUM Ballistic Brisbane: Ballistic Brisbane Nylon #BALL1 Upholstery: Two-Tone Upholstery #U2 Textile: Grade 1	Back Textile: Neutral Gray Seat Textile: Green (closest match to ACB-1A Green)

# FINISH LEGEND

## SECTION 09 00 01

ALSC Project No. 2024-047

STA Task Order #31

First Floor Rotunda TI

Item	Keyword	Manufacturer (Basis-of-Design)	Description	Color/Finish
	S.3	Via Seating <i>(Typical Workstations Task Chair)</i>	Brisbane HD mid back with a large C seat #1603 Control Mechanism: #67C Ergonomic Enhancement: Seat depth adjustment #SS Arms: Black Roll Back #39A Armrest: Fixed armrest #5 Base: Black nylon 5-star swivel base #18BB Casters: Two-toned black with grey #16SCG Lumbar Support: Mechanical, internal #12LUM Ballistic Brisbane: Ballistic Brisbane Nylon #BALL1 Upholstery: Two-Tone Upholstery #U2 Textile: Grade 1	Back Textile: Neutral Gray Seat Textile: Blue
Tables	T.1	Kimball International <i>(Side Tables)</i>	Cohen Side Table Style 201	Black Metal
	T.2	AIS <i>(Conference Table)</i>	Calibrate Conferencing 4-Base Rectangular Table Size: 180"W x 59"D Power Needed	Laminate: Laminate: AIS, Trytoo Savatre 2mm Edge Laminate: AIS, Trytoo Savatre

END OF SECTION 09 00 01

**FINISH LEGEND**

**SECTION 09 00 01**

**ALSC Project No. 2024-047**

**STA Task Order #31**

**First Floor Rotunda TI**

Item	Keyword	Manufacturer (Basis-of-Design)	Description	Color/Finish
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## SECTION 095100 – ACOUSTIC CEILINGS

### 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 SECTION INCLUDES

- A. Acoustical ceiling baffles (ACB).
  - 1. Includes Custom Sizes, Shapes and Colors.

#### 1.3 REFERENCE STANDARDS

- A. ASTM C423 – Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
- B. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Acoustical Absorption: Perform testing in accordance with ASTM C 423, Type J mounting method unless otherwise specified.
- B. Flame Spread Ratings: Provide all components with Class A flame spread rating when tested in accordance with ASTM E 84, unless otherwise specified.

#### 1.5 ACTION SUBMITTALS.

- A. See Section 01 30 00 – Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer’s printed data sheets for specified products.
- C. Shop Drawings: Fabrication and installation details, panel layout and fabric orientation.
- D. Verification Samples: Fabricated samples of each type of panel specified’ 12 by 12 inch, showing construction, edge details and fabric covering.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Suspended ceiling components above ceiling units.
  - 2. Structural members to which suspension devices will be attached.
  - 3. Items penetrating or covered by units.

## 1.7 QUALITY ASSURANCE.

- A. Mock-Up: Provide a mock-up for evaluation of installed appearance.
  - 1. Install acoustical products in areas designated by Architect.
  - 2. Do not proceed with remaining work until Architect approves workmanship and appearance.
  - 3. Approved mock-up may remain as part of the work.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Protect acoustical units from moisture during shipment, storage, and handling. Deliver in factory-wrapped bundles; do not open bundles until units are needed for installation.
- B. Store units flat, in dry, well-ventilated space; do not stand on end.
- C. Protect edges from damage.

## 1.9 PROJECT CONDITIONS

- A. Do not begin installation of acoustical products until building has been enclosed and environmental conditions approximate those that will prevail when building is occupied.
- B. Environmental Requirements: Do not install panels until wet work, such as concrete and plastering, is complete; the building is enclosed; and the temperature and relative humidity are stabilized at 60 – 80 degrees F (16 – 27 degrees C) and 40% to 50%, respectively.

## 1.10 WARRANTY

- A. Acoustical Wall Panel warranty executed by the manufacturer
- B. Warranty Period:
  - 1. Acoustical wall panels: (2) years from date of substantial completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS:

- A. MPS Acoustics (Basis of Design)
- B. Acoufelt
- C. Polysorb

### 2.2 ACOUSTICAL CEILING BAFFLES

- A. PET Acoustic Baffles: Acoustic Panel; 60% recycled polyester fiber 40% new polyester.
  - 1. Thickness: 3/8" – 3.25" or as specified; Apparent NRC 0.85. up to 3.25 inch; Apparent NRC 1.45.
  - 2. Size: As indicated in Finish Legend. CUSTOM
  - 3. Color: As indicated in Finish Legend. CUSTOM
  - 4. Mounting: Magnet to grid.
  - 5. Mounting: Hanging cable.

### 2.3 ACCESSORIES

- A. Hanging Hardware: Hanging kit including aircraft cable and fasteners to baffle and ceiling structure.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates for conditions detrimental to installation of acoustical units. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install acoustical units in locations as indicated, following manufacturer's installation instructions.
- B. Install mounting accessories and supports in accordance with shop drawings.
- C. Suspend ceiling baffles at locations and heights as indicated.

### 3.3 CLEANING

- A. Clean sound-absorptive panels upon completion of installation from dust and other foreign materials, following manufacturer's instructions.

3.4 PROTECTION

- A. Provide protection of installed acoustical panels until Date of Substantial Completion.
- B. Replace panels that cannot be cleaned and repaired to satisfaction of the Architect.

END OF SECTION 095100

## SECTION 096513 – RESILIENT BASE AND ACCESSORIES

### 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. Resilient base (RB).
  - 2. Resilient accessories (TS-1).

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of product and for each color and texture specified.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Tarkett (Basis of Design).
  - 2. Flexco.
  - 3. Schluter.
  - 4. Bruke Mercer Flooring Products.

#### 2.2 THERMOSET-RUBBER BASE, RB-1

- A. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
- B. Height: 6-INCHES.
- C. Lengths: Coils in manufacturer's standard length.
- D. Outside Corners: Job formed or preformed.
- E. Inside Corners: Job formed or preformed.

- F. Colors: Refer to Room Finish Legend.

## 2.2 RESILIENT ACCESSORY

- A. Description: Rubber transition / reducer strips.
- B. Profile and Dimensions: Refer to Finish Legend
- C. Colors and Patterns: Refer to Finish Legend.

## 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturers for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturers for resilient products and substrate conditions indicated.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Do not install resilient products until they are at the same temperature as the space where they are to be installed.

### 3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long, as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 4 inches in length.
  - a. Form without producing discoloration (whitening) at bends. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.

END OF SECTION 096513

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## SECTION 09 68 13 – TILE CARPETING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes modular carpet tile (CPT).
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 09 65 13 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
  - 2. Include manufacturer's written installation recommendations for each type of substrate.
- B. Shop Drawings: For carpet tile installation, plans showing the following:
  - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
  - 2. Carpet tile type, color and dye lot.
  - 3. Type of subfloor.
  - 4. Type of installation.
  - 5. Pattern of installation.
  - 6. Pattern, type, location and direction.
  - 7. Pile Direction.
  - 8. Type, color and location of insets and borders.
  - 9. Type, color and location of edge, transition and other accessory strips.
  - 10. Transition details to other flooring materials.
- C. Samples for Verification: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
  - 1. Carpet Tile: Full-size sample.
  - 2. Exposed edge, transition and other accessory stripping: 12 inch long samples.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranty: For Special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to be included in maintenance manuals. Include the following:
  - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
  - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

#### 1.6 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. Carpet Tile: Full-size units equal to 5 percent of the installed amount for each type indicated, but not less than 5 sq. yd.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by International Certified Floorcovering Installers Association at the Commercial II certification level.

#### 1.8 DELIVERY, STORAGE AND HANDLING

- A. Comply with CRI's "CRI Carpet Installation Standard."

#### 1.9 FIELD CONDITIONS

- A. Comply with CRI's "CRI Carpet Installation Standard" for temperature, humidity and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at levels planned for building occupants during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- D. Surface mount installation with light layer of standard modular adhesive.
- E. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

## 1.10 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
  2. Failures include, but are not limited to, the following:
    - a. More than 10 percent edge raveling, snags, and runs.
    - b. Dimensional instability.
    - c. Excess static discharge.
    - d. Loss of tuft-bind strength.
    - e. Loss of face fiber.
    - f. Delamination.
  3. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 – PRODUCTS

### 2.1 CARPET TILE

- A. Description: Color and Pattern: See Finish Legend

### 2.2 INSTALLATION ACCESSORIES

- A. Adhesives: Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Concrete Slabs: Verify that finishes comply with requirements specified in Section 03 30 00 "Cast-in-Place Concrete" and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.
1. Moisture Testing: Perform tests so that each test area does not exceed 1000 sq. ft. and perform no fewer than three tests in each installation area and with test areas evenly spaced in installation areas.

- a. Anhydrous Calcium Chloride Test: ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of [3 lb. of water/1000 sq. ft. in 24 hours.
  - b. Relative Humidity Test: Using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
  - c. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Comply with CRI's "Carpet Installation Standards" and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
- D. Metal Substrates: Clean grease, oil, soil and rust, and prime if recommended in writing by adhesive manufacturer. Rough sand painted metal surfaces and remove loose paint. Sand aluminum surfaces, to remove metal oxides, immediately before applying adhesive.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

### 3.3 INSTALLATION

- A. General: Comply with CRI's "CRI Carpet Installation Standard," Section 18, "Modular Carpet" and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: See Finish Legend.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.

### 3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
  - 1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI's "Carpet Installation Standard," Section 20, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END SECTION 096813

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## SECTION 098430 – SOUND-ABSORBING WALL UNITS

### 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:
  - 1. Sound-absorbing wall panels (AWP).

#### 1.3 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures
- B. Product Data: Manufacturer's printed data sheets for products specified.
- C. Shop Drawings: Fabrication and installation details, panel layout, fabric orientation, and wood grain orientation.
- D. Verification Samples: Fabricated samples of each type of panel specified; 12 by 12 inch showing construction, edge details, fabric covering and wood grain / color. Include samples of installation devices and accessories.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect acoustical units from moisture during shipment, storage, and handling. Deliver in factory-wrapped bundles; do not open bundles until units are needed for installation.
- B. Store units flat, in dry, well-ventilated space, do not stand on end.
- C. Protect edges from damage.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS (Basis of Design)

- A. Polysorb; [www.polysorb.com](http://www.polysorb.com) (Basis of Design)
- B. Perdue Acoustics [www.perdueacoustics.com](http://www.perdueacoustics.com)
- C. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.2 GENERAL

- A. Prefinished, factory assembled fabric-covered panels.
- B. Surface Burning Characteristics: Flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.

## 2.3 ACOUSTICAL PANELS FOR WALLS (AWP)

- A. Panel Material: Manufacturer's standard for product specified. See Finish Legend.
- B. Panel Sizes: 48 inches by 96 inches for main wall panels and see drawings for panels located between the windows and columns. See drawings.
- C. Panel Thickness: As noted in the Finish Legend.
- D. Color: As noted in the Finish Legend..
- E. Mounting Method: Back-mounted with mechanical fasteners.

## 2.4 FABRICATION

- A. General: Fabricate panels to sizes and configurations as indicated, without sagging or seams.
- B. Tolerances: Fabricate to finish tolerance of plus or minus 1/16 inch for thickness, overall length and width, and squareness from corner to corner.

## 2.5 ACCESSORIES

- A. Back-Mounted Accessories: Manufacturer's standard accessories at locations as indicated on each unit, sized appropriately for weight of acoustical unit.
- B. Fixing Clips: Manufacturers standard for application as indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions detrimental to installation of acoustical units. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install acoustical units in locations as indicated, following manufacturer's installation instructions.
- B. Install mounting accessories and supports in accordance with shop drawings.

3.3 CLEANING

- A. Clean sound-absorptive panels upon completion of installation from dust and other foreign materials, following manufacturer's instructions.

3.4 PROTECTION

- A. Provide protection of installed acoustical panels until Date of Substantial Completion
- B. Replace panels that cannot be cleaned and repaired to satisfaction of the Architect.

END OF SECTION 098430

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SECTION 099123 - 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, painting and finishing of exposed interior and exterior items and surfaces as defined in the Master Painters Institute (MPI) Architectural Painting Manual and the following:
  - 1. Surface preparation, priming and finish coats specified in this Section are in addition to shop-priming and surface treatment specified under other Sections.
  - 2. Special Preparation and repainting of existing surfaces.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 7 Section "Sealants" for caulking of interior joints at or adjacent to surfaces to be painted.
  - 2. Division 5 Section, "Metal Fabrications" for shop-priming ferrous metal.
  - 3. Division 8 Section, "Hollow Metal Door and Frames" for shop-priming steel doors and frames.
- C. Paint exposed surfaces whether or not colors are designed in schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
  - 1. Painting includes field-painting exposed bare and covered pipes and ducts, hangers, exposed steel and iron work and primed metal surfaces of mechanical and electrical equipment.
  - 2. In general, conduit, ducts, piping and like material exposed in a room or area scheduled to be painted shall be painted, same color as the adjacent surface unless otherwise indicated.
- D. Painting is not required on prefinished items (except as noted), finished metal surfaces, concealed surfaces, operating parts and labels.
  - 1. Prefinished items not to be painted include the following factory-finished components:
    - a. Acoustic materials.
    - b. Plastic laminated architectural casework.
    - c. Finished mechanical and electrical equipment.
    - d. Light fixtures.

- e. Switchgear.
  - f. Distribution cabinets.
  - g. Prefinished toilet compartments.
2. Concealed surfaces not to be painted include wall or ceiling surfaces in inaccessible areas.
  3. Finished metal surfaces not to be painted include:
    - a. Anodized aluminum
    - b. Stainless steel and Chromium plate.
    - c. Copper, bronze and brass
  4. Operating parts not to be painted include moving parts of operating equipment such as the following:
    - a. Valve and damper operators
    - b. Linkages
    - c. Sensing devices
    - d. Motor and fan shafts
  5. Labels: Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating or nomenclature plates.

### 1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each paint system specified, including block fillers and primers.
  1. Provide the manufacturer's technical information including label analysis and instructions for handling, storage and application of each material proposed for use.
  2. List each material and cross-reference the specific coating, finish system and application. Identify each material by the manufacturer's catalog number and general classification.
  3. Submit Material Safety Data Sheets to Owner's Representative at least two weeks before material is delivered to the site.
- C. Samples for Verification Purposes: Provide samples of each color and material to be applied, with texture to simulate actual conditions on representative samples of the actual substrate.
  1. Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color and texture are achieved.
  2. Provide a list of material and application for each coat of each sample. Label each sample as to location and application.
  3. Submit samples on the following substrates for the Architect's review of color and texture only.
    - a. Gypsum Board: Submit two 8-inch-square samples for each color and finish.

- b. Painted Wood: Submit two 12-inch square samples of each color and material on hardboard.
- c. Ferrous Metal: Submit two 4-inch-square samples of flat metal and two 8-inch-long samples of solid metal for each color and finish.

#### 1.4 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to those indicated for the Project that have resulted in a construction record of successful in-service performance.
- B. Single-Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.
- D. Paint Grade: ‘Premium’ as defined by the MPI.
- E. Employ only qualified journeymen in this painting and decorating work; apprentices may be employed on the project to work under the direction of qualified journeymen.
- F. Conform to the standards contained in the Master Painters Institute Architectural Painting Specification Manual, latest edition (hereafter referred to as MPI Painting Specification Manual) for all painting products including preparation and application of materials. MPI Painting Specification Manual as issued by the local MPI Accredited Quality assurance Association having jurisdiction.
- G. All paint manufacturers and products used shall be as listed under the “Approved Products” section of the MPI Architectural Painting Specification Manual.

#### 1.5 BENCHMARK SAMPLES (MOCK-UPS)

- A. Provide a full-coat benchmark finish sample for each interior and exterior coating and color required. Comply with procedures specified in PDCA P5. Duplicate finish of approved sample Submittals.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each type of coating and color.
    - a. Wall Surfaces: Provide samples on at least 100 sq. ft. of each new and existing wall.
  - 2. Apply benchmark samples, according to requirements for the completed Work. Provide required sheen, color, and texture on each surface.

- a. After finishes are accepted, Architect will use the surface to evaluate coating systems of a similar nature.
3. Final approval of colors will be from benchmark samples.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packaged and containers bearing manufacturer's name and label, and the following information:
  1. Product name or title of material.
  2. Product description (generic classification or binder type)
  3. Manufacturer's stock number and date of manufacture.
  4. Contents by volume, for pigment and vehicle constituents.
  5. Thinning instructions.
  6. Application instructions.
  7. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and application.

#### 1.7 JOB CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F (10 deg C) and 90 deg F (32 deg C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperature are between 45 deg F (7 deg C) and 95 deg F (35 deg C).
- C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
  1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.
- D. Do not proceed with any work under this Section unless a lighting level of a minimum of 15 candlepower per square foot is provided on the surfaces to be finished.

#### 1.8 EXTRA STOCK

- A. For the Owner's maintenance purposes for touch up, furnish one properly filled, labeled and sealed gallon can of each type of finish coat of each color taken from the batch mix furnished for the work. Turn over to the Owner's representative at completion of the painting work. Obtain receipt to include in close-out documents.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with the MPI Architectural Painting Specification Manual "Approved Product" listing and shall be from a single manufacturer for each system used.
- B. Other paint materials such as linseed oil, shellac, etc. shall be the highest quality product of an approved manufacturer listed in the MPI Architectural Painting Specification Manual and shall be compatible with other coating materials as required.
- C. All materials and paints shall be lead and mercury free and shall have low VOC content where possible.
- D. Manufacturer: Provide products according to the manufacturer and product identification listed in the Finishes Legend. Subject to conformance with requirements and properties of the products listed, products of the following manufacturers will be considered.
  - 1. Benjamin Moore & Co. (Moore)
  - 2. Columbia Paint Co. (Columbia)
  - 3. Fuller (Fuller)
  - 4. Glidden Professional (Akzonobel).
  - 5. Parker Paint Mfg. Company (Parker)
  - 6. PPG Industries, Pittsburgh Paints (PPG)
  - 7. Rodda Paint Co. (Rodda)
  - 8. The Sherwin-Williams Company (S-W)
  - 9. ICI Paint.

### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, finish coat materials and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.
- B. Material Quality: Provide the manufacturer's product as specified. Paint material containers not displaying manufacturer's product identification shall not be brought to the job site.
- C. Paints shall comply with Green Seal Standard GS-11 points.

- D. Chemical Components of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions; these requirements do not apply to primers or finishes that are applied in a fabrication or finishing shop:
1. Flat Paints and Coatings: VOC not more than 50 g/L.
  2. Non-Flat Paints and Coatings: VOC not more than 150 g/L.
  3. Anti-Corrosive Coatings: VOC not more than 250 g/L.
  4. Varnishes and Sanding Sealers: VOC not more than 350 g/L.
  5. Stains: VOC not more than 250 g/L.
  6. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  7. Restricted Components: Paints and coatings shall not contain any of the following:
    - a. Acrolein.
    - b. Acrylonitrile.
    - c. Antimony.
    - d. Benzene.
    - e. Butyl benzyl phthalate.
    - f. Cadmium.
    - g. Di (2-ethylhexyl) phthalate.
    - h. Di-n-butyl phthalate.
    - i. Di-n-octyl phthalate.
    - j. 1, 2-dicholorbenzene.
    - k. Diethyl phthalate.
    - l. Dimethyl phthalate.
    - m. Ethylbenzene.
    - n. Formaldehyde.

### 2.3 COLOR SCHEDULE

- A. Where colors are identified by product names and numbers, provide perfect color match to the listed colors. "P" numbers refer to color identification in the Finishes Legend included in the Finish Schedule at the end of this Section.

### 2.4 GLOSS

A.	MPI Gloss and Sheet Standards are as follows:	Gloss @ 60°	Sheen @ 85°
	1. Gloss Level 1: A traditional matte finish – flat	Max. 5 units	Max. 10 units
	2. Gloss Level 2: A high side sheen flat–‘a velvet-like’ finish	Max. 10 units	10 – 35 units
	3. Gloss Level 3: A traditional ‘eggshell-like’ finish	10 – 25 units	10 – 35 units
	4. Gloss Level 4: A ‘satin-like’ finish	20 – 35 units	Min. 35 units
	5. Gloss Level 5: A traditional semi-gloss	35 – 70 units	
	6. Gloss Level 6: A traditional gloss	70 – 85 units	
	7. Gloss Level 7: A high gloss	More than 85 units	

## 2.5 PAINT SCHEDULE

- A. Exterior Surfaces: Paint exterior surfaces in accordance with the following MPI Architectural Painting Specification Manual requirements:
  - 1. Structural Steel & Metal Fabrications:
    - a. EXT 5.1N: W. B. Light Industrial Coating (over epoxy primer).
- B. Interior Surfaces: Paint interior surfaces in accordance with the following MPI Architectural Painting Specification Manual requirements:
  - 1. Concrete Horizontal Surfaces: Exposed floors.
    - a. INT.3.2G: Concrete Floor Sealer (water-based).
  - 2. Metal Fabrications: For steel exposed to view.
    - a. INT 5.1B: High performance acrylic (Gloss Level 5) finish.
  - 3. Galvanized Metal: Doors, frames, miscellaneous steel, pipes, ducts, acoustical deck, etc.
    - a. INT 5.3B: High performance acrylic (Gloss Level 5) finish.
  - 4. Gypsum Board: Gypsum wallboard, drywall, “sheet rock type material,” etc.
    - a. INT 9.2B: High performance acrylic (Gloss Level 3, except in Custodial Rooms and Electrical Room where Level 5 is required. Gloss Level 2 at ceilings except for Gloss Level 5 where Gloss Level 5 is required on walls) finish.
  - 5. Gypsum Board at Wet Room Walls: Gypsum wallboard, drywall, “sheet rock type material,” etc.
    - a. INT 9.2F: Water-Based Epoxy (Gloss Level 5) – Premium Grade.
  - 6. Concrete Masonry Units at Wet Room Walls:
    - a. INT 9.2F: Water-Based Epoxy (Gloss Level 5) – Premium Grade.
  - 7. Concrete Masonry Units:
    - a. INT 4.2D: High Performance Architectural Latex; (gloss level 3) finish.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.

1. Do not begin to apply paint until unsatisfactory conditions have been corrected.
2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatment, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
  1. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing about anticipated problems using the specified finish-coat material with substrates primed by others.
  2. Wood: Clean surfaces of dirt, oil and other foreign substances with scrapers, mineral spirits and sandpaper as required. Sand surfaces exposed to view smooth and dust off.
    - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
    - b. Prime, stain or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood including cabinets, trim, counters, cases, and paneling.
    - c. When transparent finish is required, backprime with spar varnish.
    - d. Backprime paneling on interior partitions where masonry, plaster or other wet wall construction occurs on backside.
    - e. Seal tops, bottoms, and cutouts of primed or unprimed wood doors with a heavy coat of varnish, primer or sealer immediately upon delivery.
  3. Ferrous Metals: Clean ungalvanized ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
    - a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.

4. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
5. Cementitious Materials: Prepare concrete, cement plaster and reinforced concrete panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
  - a. Use abrasive blast-cleaning methods if recommended by the coating manufacturer.
  - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish coating to blister and burn, correct this condition before coating application. Do not paint surfaces where moisture content exceeds that permitted in the manufacturer's printed directions.

### 3.3 ADDITIONAL REQUIREMENTS FOR EXISTING SURFACES SCHEDULED FOR REPAINT

- A. General: Reference is made to the MPI Architectural Painting Specification Manual for the terminology used to describe the existing conditions. This information is not intended to permit or encourage the Bidder/Contractor to forgo site visits and inspections to determine actual conditions before the Contract is awarded.

### 3.4 MATERIALS PREPARATION

- A. General: Carefully mix and prepare paint materials according to manufacturer's directions.
  1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials or residue.
  2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
  3. Use only thinners approved by the paint manufacturer and only within recommended limits.
- B. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.5 APPLICATION

- A. General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  1. Paint surface treatments and finishes are indicated in the schedules.
  2. Provide finish coats that are compatible with primers used.

3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coats has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
  4. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  5. The term exposed surfaces includes areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles and similar components are in place. Extend coating in these areas, as required, to maintain the system integrity and provide desired protection.
  6. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  7. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, nonspecular black paint.
  8. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
  9. Omit primer on metal surfaces that have been shop-primed and touch-up painted.
  10. Paint unfinished wood cleats, underside of casework, desk tops and similar items.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- D. Application Procedures: Apply paints and coatings by brush, roller, spray or other applicators according to the manufacturer's directions and requirements of the surface to be painted.
1. Brushes: Use brushes best suited for the material applied.
  2. Rollers: Use rollers of carpet, velvet back or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size and recommended by the manufacturer for the material and texture required.
- E. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of not less than 4.0 mils for the entire system of prime and finish coats for three coat work, or 2.5 mils where two coat work is specified.
- F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

- G. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks or other surface imperfections.
- H. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

### 3.6 CLEANING

- A. Cleanup: At the end of each work day, remove empty cans, rags, rubbish and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.7 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing, or replacing and repainting as acceptable to the Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099123

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## SECTION 101419 – DIMENSIONAL LETTER SIGNAGE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Acrylic panel signs.
  - 2. Dimensional characters (letters) for exterior and interior use.

#### 1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of sign.
- B. Shop Drawings: Include plans, elevations, and large-scale sections of typical members and other components. Show mounting methods, grounds, mounting heights, layout, spacing, reinforcement, accessories, and installation details.
  - 1. Provide message list for each sign, including large-scale details of wording, lettering, and Braille layout.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each sign type through one source from a single manufacturer.
- B. Regulatory Requirements: Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.
  - 1. Interior Code Signage: Provide signage as required by accessibility regulations and requirements of authorities having jurisdiction. These include, but are not limited to, the following:
    - a. Signs for Accessible Spaces: Entry and Toilet Rooms

#### 1.5 PROJECT CONDITIONS

- A. Field Measurements: Where sizes of signs are determined by dimensions of surfaces on which they are installed, verify dimensions by field measurement before fabrication and indicate measurements on Shop Drawings.

## 1.6 COORDINATION

- A. For signs supported by or anchored to permanent construction, advise installers of anchorage devices about specific requirements for placement of anchorage devices and similar items to be used for attaching signs.
  - 1. For signs supported by or anchored to permanent construction, furnish full size templates for installation of anchorage devices.
  - 2. Custom anchor mounting positions required of manufacturer on all permanently anchored dimensioned lettering and feature wall panels.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

### 2.2 PANEL SIGNS

- A. General: Provide panel signs that comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.
  - 1. Produce smooth panel sign surfaces constructed to remain flat under installed conditions within tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally.
- B. Manufacturers:
  - 1. Allenite Signs; Allen Marking Products, Inc.
  - 2. American Graphics Inc.
  - 3. Andco Industries Corp.
  - 4. APCO Graphics, Inc.
  - 5. ASI Sign Systems, Inc.
  - 6. Best Manufacturing Co.
  - 7. Grimco, Inc.
  - 8. Innerface Sign Systems, Inc.
  - 9. Kaltech Industries Group, Inc.
  - 10. Mills Manufacturing, Inc.
  - 11. Mohawk Sign Systems.
  - 12. Seton Identification Products.
  - 13. Signature Signs, Inc.

14. Supersine Company (The).
15. L&L Architectural Signs.
16. Art Source.

C. Cast-Acrylic Sheet:

1. Color: Match existing or as indicated on Sign Type included in this Section.

D. Unframed Panel Signs: Fabricate signs with edges mechanically and smoothly finished to comply with the following requirements:

1. Edge Condition: Square cut.
2. Corner Condition: Square.

E. Laminated Panels: Permanently laminate face panels to backing sheets of material; use manufacturer's standard process.

F. Graphic Content and Style: Provide sign copy that matches existing signs or complies with requirements indicated in the Sign Schedule and on Drawings for size, style, spacing, content, mounting height and location, material, finishes, and colors of signage.

G. Tactile and Braille Copy: Manufacturer's standard process for producing copy complying with ADA Accessibility Guidelines and ICC/ANSI A117.1. Text shall be accompanied by Grade 2 Braille. Produce precisely formed characters with square cut edges free from burrs and cut marks.

1. Panel Material: Clear acrylic sheet with opaque color coating, subsurface applied.
2. Raised-Copy Thickness: Not less than 1/32 inch (0.8 mm).

H. Colored Coatings for Acrylic Sheet: For copy and background colors, provide Pantone Matching System (PMS) at colored coatings during submittals, including inks and paints, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and are nonfading for application intended.

## 2.3 DIMENSIONAL CHARACTERS

A. Manufacturers:

1. A.R.K. Ramos.
2. ASI Sign Systems, Inc.
3. Charleston Industries, Inc.
4. Gemini Incorporated.
5. Grimco, Inc.
6. Innerface Sign Systems, Inc.
7. Kaltech Industries Group, Inc.
8. Metal Arts; Div. of L&H Mfg.
9. Mills Manufacturing, Inc.
10. Mohawk Sign Systems.
11. Signature Sign Signs, Inc.
12. Southwell Co. (The).

13. L&L Architectural Signs
14. Art Source.

B. Interior Fabricated Characters: Fabricate letters to required sizes, using .50 thick brushed aluminum. Form exposed faces and sides of characters to produce surfaces free from warp and distortion. Include internal bracing for stability and attachment of mounting accessories. Comply with requirements indicated for finish, style, and size.

1. Font:
  - a. San Serif Bold.
2. Size: As indicated on Sign Type drawings.
3. Adhered directly to surface indicated on Sign Type drawings.
4. Aluminum.

## 2.4 ACCESSORIES

- A. Vinyl Film: Provide opaque nonreflective vinyl film, 0.0035-inch (0.089-mm) minimum thickness, with pressure-sensitive adhesive backing suitable for both exterior and interior applications.
- B. Mounting Methods: Use concealed fasteners, double-sided vinyl tape or silicone adhesive fabricated from materials that are not corrosive to sign material and mounting surface.
- C. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

## 2.5 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

## 2.6 ALUMINUM FINISHES

- A. Clear Finish: Natural satin finish with clear polyurethane protective coat.

## 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 work.
- B. Verify that items, including anchor inserts, provided under other sections of Work are sized and located to accommodate signs.
- C. Examine supporting members to ensure that surfaces are at elevations indicated or required to comply with authorities having jurisdiction and are free from dirt and other deleterious matter.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions.
  - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.
  - 2. Install signs according to Americans with Disabilities Act (ADA) requirements for mounting heights and clearances.
- B. Wall-Mounted Panel Signs: Attach panel signs to wall surfaces using methods indicated below:
  - 1. Vinyl-Tape Mounting: Use double-sided foam tape to mount signs to smooth, nonporous surfaces. Do not use this method for vinyl-covered or rough surfaces.
  - 2. Silicone-Adhesive Mounting: Use liquid-silicone adhesive recommended in writing by sign manufacturer to attach signs to irregular, porous, or vinyl-covered surfaces. Use double-sided vinyl tape to hold sign in place until adhesive has fully cured.
  - 3. Shim Plate Mounting: Provide 1/8-inch- (3-mm-) thick, concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other mounting methods are not practicable. Attach plate with fasteners and anchors suitable for secure attachment to substrate. Attach panel signs to plate using method specified above.
  - 4. Where panel signs are scheduled or indicated to be mounted on glass, provide matching plate on opposite side of glass to conceal mounting materials.
- C. Dimensional Characters: Mount characters using standard fastening methods recommended in writing by manufacturer for character form, type of mounting, wall construction, and condition of exposure indicated. Provide heavy paper template to establish character spacing and to locate holes for fasteners.
  - 1. Surface Mounting: Mount characters to surface as indicated on drawings.

### 3.3 CLEANING AND PROTECTION

- A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION 101419