

<p style="text-align: center;">PROJECT MANUAL Kirkland Heights Redevelopment – Solar Installation</p>

PROJECT NAME: Kirkland Heights Redevelopment – Solar Installation
LOCATION: Kirkland Heights Apartments
13310 NE 133rd Street, Kirkland WA 98034
CONTRACT NUMBER: TC2300331

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INVITATION TO BID

Kirkland Heights Redevelopment – Solar Installation

New Kirkland Heights LLLP will accept bids from qualified Solar PV Installation Contractors to furnish labor, materials and necessary equipment to perform the following:

SCOPE OF WORK: Work includes, but is not limited to, the installation of 23 solar photovoltaic arrays per the design specifications in the bid documents for a total average of 1,198kwh/yr of solar power generation, and other tasks as described in the bid documents.

PROJECT MANUAL DISTRIBUTION:

Address: New Kirkland Heights LLLP, 600 Andover Park, Seattle, WA 98188
Distribution: **Documents are available for download on KCHA's website at**
<http://www.kcha.org/business/construction/open/>

PRE-BID CONFERENCE:

Date and Time: August 17, 2023 at 2:00 P.M.
Jobsite Address: Kirkland Heights Apartments, 13310 NE 133rd Street, Kirkland WA 98034.
In Addition: Contractors are strongly encouraged to attend the Pre-Bid Conference. Failure to attend the Conference will not relieve the Contractor of any responsibility for information provided at that time.
For Questions: Questions pertaining to the bid are to be sent via email to NathanK@kcha.org no later than seven (7) calendar days prior to bid due date. All responses shall be in the form of Addenda.
Posting: Addenda will be posted on KCHA's website.

BIDS ARE DUE:

Time: 2:00 P.M.
Date: August 28, 2023
Address: New Kirkland Heights LLLP
600 Andover Park West, Seattle, WA 98188
Submittal Process: Bids may be sent to Nathan Kraus via mail, hand delivery, or by email to NathanK@kcha.org.
Process: All Bids must be received by New Kirkland Heights LLLP no later than the above due date and time. No Bids will be accepted after that date and time.

BID GUARANTEE:

Amount: Five (5%) Percent of the Total Bid must accompany Each Bid
Payable to: New Kirkland Heights LLLP

PERFORMANCE AND PAYMENT BONDS: As a condition of award Performance and Payment bonds for 100% of the Contract Award Amount shall be furnished for the Work.

New Kirkland Heights LLLP is an Equal Employment Opportunity Employer and strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, and small businesses to submit bids or to participate as subcontractors and suppliers.

New Kirkland Heights LLLP reserves the right to reject any or all bids or to waive any informality in the bidding. No bid shall be withdrawn for a period of 60 calendar days subsequent to the opening of the bids without the written consent of New Kirkland Heights LLLP.

CONTACT PERSON: Nate Kraus at NathanK@kcha.org

SPECIFICATIONS

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Kirkland Heights Redevelopment – Solar Installation
- B. Project Location: Kirkland Heights Apartments, 13310 NE 133rd Street, Kirkland WA 98034
- C. The Work consists of the design, supply and installation of solar photovoltaic systems (referred below as Solar) on 23 buildings as indicated in the design guidance provided by Puget Sound Solar LLC in their package titled PV Design Package – Kirkland Heights. (Attached for Reference Only)
- D. 23 Buildings to be included:
 - 1. 2-Story Flats – Buildings 1,2,3,4,6,7,8,24,25 (9 Total)
 - 2. 3-Story Flats – Buildings 5,10,11,12,13,14,16,18,20,21,22 (11 Total)
 - 3. Apartments (New Construction) – Buildings 26 & 27 (2 Total)
 - 4. Community Center (New Construction) – Building 28 (1 Total)

1.2 COORDINATION

- A. Coordination: Coordinate construction operations to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations on each installation for proper installation, connection, and operation without conflicting with work by others.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Solar Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Delivery and processing of submittals.
 - 4. Attendance at Progress Meetings as needed.
 - 5. Pre-installation conferences before starting each building installation.
 - 6. Project closeout activities, each building to be closed out separately as work progresses.

SPECIFICATIONS

Solar Photovoltaic (PV) Systems Kirkland Heights Redevelopment – Solar Installation	Contract Number: TC2300331 Page 2 of 14
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1.3 WORK SEQUENCE

- A. The Work shall be completed in 60 calendar days per building. The contract duration is 1,085 CALENDAR DAYS for Substantial Completion. Escalation of costs to be included in base bid.
- B. Solar installations will commence after roof structure is installed by others.
- C. Installation will be congruent with general contractor's schedule. Multiple mobilizations will be required.
- D. It will be necessary to coordinate with the general contractor for the installation of the roof anchors and boots compatible with the new Firestone TPO membrane roofing material.
- E. Solar contractor required to supply conduit adequate in quantity to run from inverters to PSE required disconnects that are collocated with Net Meter in the main electrical room. Conduit will be installed by GC from roof to electrical shed located on each building.

1.4 LIQUIDATED DAMAGES

- A. Liquidated damages will be assessed for each calendar day that the Contractor exceeds the time for substantial completion in the amount of \$250.

1.5 PERMITS

- A. Solar contractor is responsible for submitting complete permit applications for each building including any required structural engineering and electrical system component designs. New Kirkland Heights LLLP will reimburse the cost of permit fees without mark-up. Solar contractor responsible for all coordination of all required inspections and testing and commissioning of completed systems. Engineered Stamped drawings to be provided by Solar contractor.
- B. Prepare and file necessary plans, prepare documents and obtain necessary approvals of Authorities Having Jurisdiction (AHJ). Obtain required certificates of inspection for work and deliver to the Owner before request for acceptance and final payment for the work.

PART 2 - PRODUCTS

2.1 Substitutions will be considered after bid opening.

- 2.2 PV system must fully comply with all applicable codes and standards set forth in the 2018 IBC, 2018 WSEC, and all applicable Washington State Legislation Amendments including but not limited to:
 - R406.2.1
 - C406.5

SPECIFICATIONS

Solar Photovoltaic (PV) Systems
Kirkland Heights Redevelopment – Solar Installation

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- 2.3 Solar contractor to provide a detailed breakdown of how each energy code, standard and requirement is met with the provided system design.
- 2.4 Storage of Materials. Store materials in secure location. Any costs for storage and inventory either on site or off site to be included in bid. If storage is off site, verification of contents, security and insurance required prior to submittal of invoices.

PART 3 - WAGE REQUIREMENTS

- 3.1 The payment of wages as specified by trade on the Wage Rate Schedule is required. Submit Agreement to Pay Specified Wages to Owner.

END OF SECTION 01100

SPECIFICATIONS

SECTION 01140 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of site.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of Existing Buildings: Maintain existing buildings in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- C. All electrical and mechanical systems in the buildings to remain fully functional to the greatest extent possible. Any temporary disconnection or lapse of services to be coordinated with the GC and property management staff and requires 72 hour notification for tenants. Each component of the existing systems shall be functional at the end of each day to allow for full use of occupants.

1.2 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140

SPECIFICATIONS

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Owner may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within seven days after Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a change order proposal (COP).
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, and equipment rental.

SPECIFICATIONS

1.4 CHANGE ORDER PROCEDURES

- A. Upon approval Owner will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Owner may issue a Construction Change Directive that instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

SPECIFICATIONS

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Submit preliminary Schedule of Values at request of Owner after bid opening and prior to contract execution.
 - 2. Submit the Schedule of Values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Owner.
- B. Waivers of Lien: With each Application for Payment, submit waivers of lien from every entity who is lawfully entitled to file a lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
- C. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule.
 - 4. List of Contractor's staff assignments.
 - 5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

SPECIFICATIONS

- D. Application for Payment at Substantial Completion: Submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- E. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. Evidence that claims have been settled.
 - 5. Unconditional lien waivers.
 - 6. Warranties.
 - 7. Permits.
 - 8. Affidavit of Wages Paid.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

SPECIFICATIONS

SECTION 01330 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

PART 2 - PRODUCTS

2.1 SUBMITTALS

- A. General: Prepare and submit Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- D. Subcontract List: Prior to issuance of Notice to Proceed prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

PART 3 - EXECUTION

3.1 OWNER'S ACTION

- A. Owner will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

END OF SECTION 01330

SPECIFICATIONS

SECTION 01732 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes demolition and removal of the following:
 - 1. Selected portions of a building or structure.
 - 2. Repair procedures for selective demolition operations.

1.2 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.3 SUBMITTALS

- A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.4 PROJECT CONDITIONS

- A. Owner assumes no responsibility for condition of areas to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Storage or sale of removed items or materials on-site will not be permitted.
- C. 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.

1.5 HAZARDOUS MATERIALS

- A. Hazardous Materials: Materials containing hazardous materials are not anticipated.

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Solar Photovoltaic (PV) Systems Kirkland Heights Redevelopment – Solar Installation

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1. All material disturbed as part of the renovation shall be removed and disposed of in accordance with Washington State regulations.
2. If materials are suspected of containing hazardous materials are encountered, do not disturb and immediately notify Owner. Other hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

3.2 SELECTIVE DEMOLITION

- 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.
 1. 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.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. 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 portable fire-suppression devices during flame-cutting operations.
 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Removed and Reinstalled Items:

SPECIFICATIONS

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 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.
- C. Existing Items to Remain: Protection of new and retained materials to remain in place during construction to prevent damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.3 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- D. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- E. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

SPECIFICATIONS

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.

1.2 FINAL COMPLETION

- A. Procedures: Before requesting inspection for determining date of Final Completion, submit the following:
 - 1. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 2. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 3. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 - 4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 5. Complete final cleaning requirements, including touchup painting.
 - 6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 - 7. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
- B. Inspection: Results of completed inspection will form the basis of requirements for Final Completion.
- C. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
- D. Perform completion procedures for each building as it is placed in service. Warranty coverage to begin for each building as it is completed and placed in service.

SPECIFICATIONS

1.3 OPERATION AND MAINTENANCE MANUALS

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections.
- B. Coordinate and conduct orientation and initial operation training for property management staff of each system as it is placed in service.

PART 2 - PRODUCTS

PART 3 - FINAL CLEANING

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

END OF SECTION 01770



PUGET SOUND SOLAR

PV Design Package

Kirkland Heights

13321 NE 133rd Street, Kirkland WA 98034



PUGET SOUND SOLAR

Type 1 Design

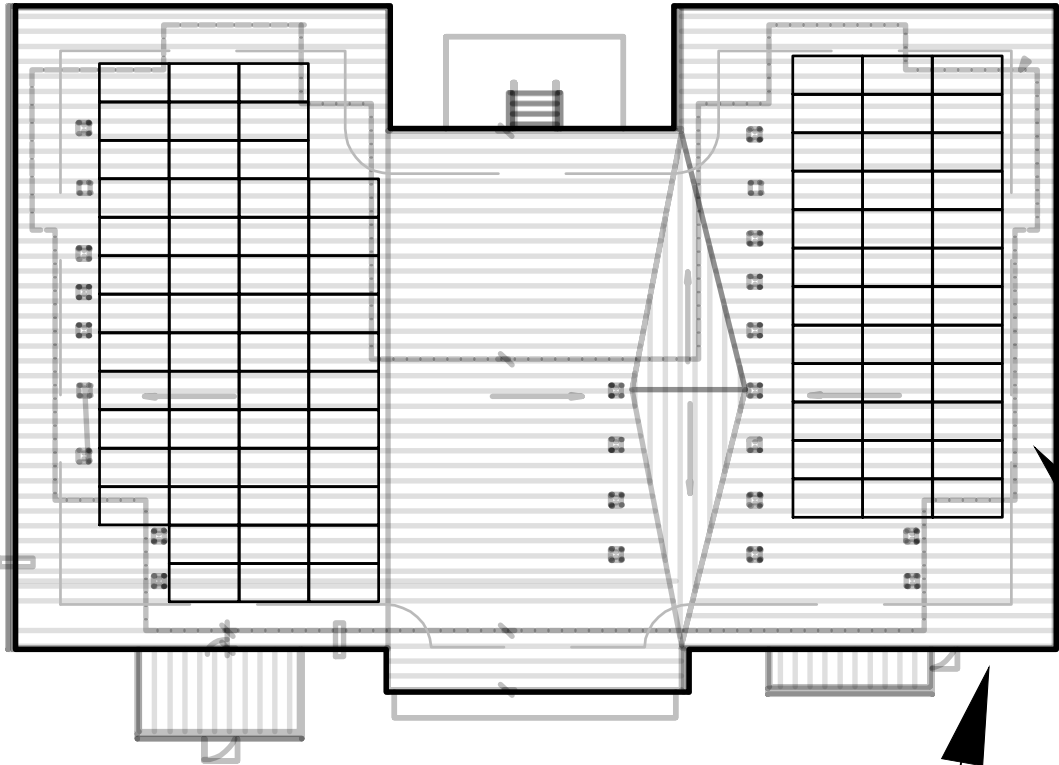
PV SYSTEM DETAILS - TYPE 1

MAX POWER OUTPUT	34.8 KW DC / 22.8 KW AC
AZIMUTH	9.46°
BUILDING HEIGHT	20FT
MAX PV PSF	2.9PSF
RACKING	FLUSH MOUNT ON STANDOFFS
MODULE	(87) SILFAB-USA SIL-400-HC+ (2)
INVERTER	SOLAREEDGE SE11400H-US (87)
OPTIMIZER	SOLAREEDGE: P505

NOTE:

- OBSTRUCTIONS SUCH AS VENT PIPES, REFRIGERATION LINES, FALL PROTECTION ANCHORS ETC. IN THE ARRAY AREA MAY INCUR A REDESIGN FEE. DILIGENT PROTECTION OF THE SOLAR ARRAY AREA FROM INTRUSION BY OTHER TRADES IS RECOMMENDED

2 story Flat

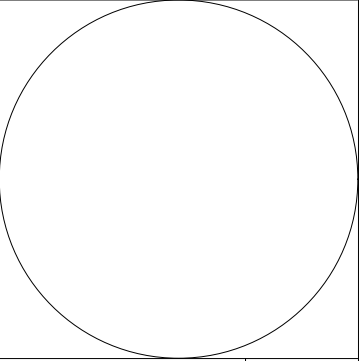


PV INTERCONNECTION IN MAIN ELECTRICAL ROOM

4' WALKWAY
PER FIRE DEPARTMENT (TYP)



PUGET SOUND SOLAR
805 Rainier Ave S
Seattle, WA 98144
Tel: 206-706-1931



**KIRKLAND HEIGHTS
DESIGN SET**
13321 NE 133RD ST, KIRKLAND
WA 98034

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0	----	01/12/2023
REV	DESCRIPTION	DATE
	DRAWN BY	KA
	CHECKED BY	LA
	PROJECT NO.	18799

SITE PLAN

PV-101



SCALE: 1" = 48'

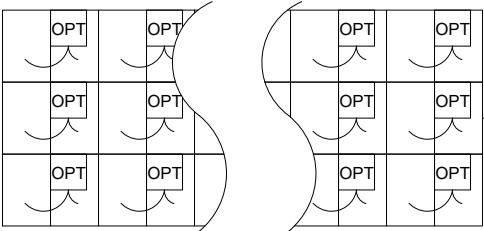
SOLAR PV SYSTEM SPECIFICATIONS	
MAX POWER OUTPUT	34.8KW DC / 22.8 KW AC
TOTAL MODULES	87
TOTAL INVERTERS	2
MIN DESIGN TEMPERATURE	-12°C
MAX SYSTEM VOLTAGE	600V DC / 240V AC
MAX SYSTEM CURRENT	18A DC / 95A AC

MODULE SPECIFICATIONS	
SOLAR MODULE	SILFAB-USA SIL-400-HC+
MPP VOLTAGE	36.05V
MPP CURRENT	11.1A
OPEN CIRCUIT VOLTAGE	43.02V
SHORT CIRCUIT CURRENT	11.58A
VOC TEMP COEFFICIENT	-0.28%/°C

INVERTER SPECIFICATIONS	
MANUFACTURER & MODEL	SOLAREEDGE SE11400H-US
INVERTER RATED POWER	11400W
INVERTER RATED CURRENT	47.5 @ 240V ϕ
MAX INPUT VOLTAGE	N/A
MAX INPUT CURRENT	N/A
CERTIFICATION	UL1741, IEEE1547
STRINGS PER INVERTER	2
MAX MODULES IN STRING	22
STRING MAX AMPERAGE	18A

POWER OPTIMIZER SPECS	
MANUFACTURER &MODEL	SOLAREEDGE: P505
INPUT DC POWER	505W
MAX OUTPUT CURRENT	18A
MAX OUTPUT VOLTAGE	80V DC
NUMBER OF INPUTS	1
TOTAL OPTIMIZERS	87

FEEDER SCHEDULE	
①	SOLAREEDGE FACTORY WIRING, JUMPERS/ HOMERUNS OF #10 PV WIRE IN AIR, #6 GND
②	(8) #8 THWN-2 + (1) #8 THWN-2 NUET+ (1) #6 GND IN 1" EMT CONDUIT BY OTHERS
③	(2) #1 THWN-2 + (1) #1 THWN-2 NUET+ (1) #6 GND IN 1 1/4" EMT CONDUIT
④	CAT5e (OR CAT6)



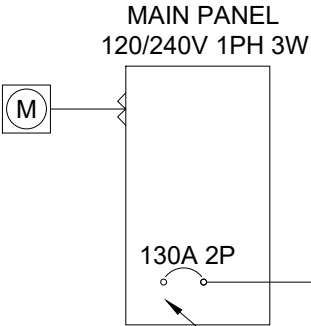
TOTAL (87) MODULES
WITH (2) INVERTER(S).

ROOFTOP
SCHEMATIC REPRESENTATION ONLY

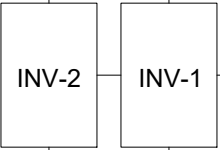
2" EMT CONDUIT
THROUGH BUILDING
BY OTHERS

MAIN ELECTRICAL ROOM

EXTERIOR LOCATION



200A
PV SUBPANEL MLO
120/240V 1PH 3W

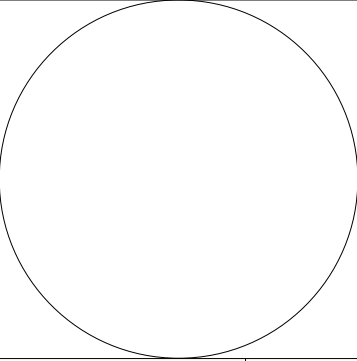


INTERNET
CONNECTION
PROVIDED BY
CUSTOMER

LOCATE PV INTERCONNECTION BREAKER AT
OPPOSITE END OF BUSBAR FROM MAIN. EC TO
FURNISH AND INSTALL PV INTERCONNECTION
BREAKER



PUGET SOUND SOLAR
805 Rainier Ave S
Seattle, WA 98144
Tel: 206-706-1931



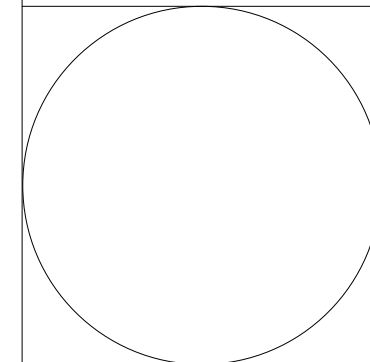
KIRKLAND HEIGHTS
DESIGN SET
13321 NE 133RD ST, KIRKLAND
WA 98034

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0	---	01/12/2023
REV	DESCRIPTION	DATE
	DRAWN BY	KA
	CHECKED BY	LA
	PROJECT NO.	18799

RISER

PV-701



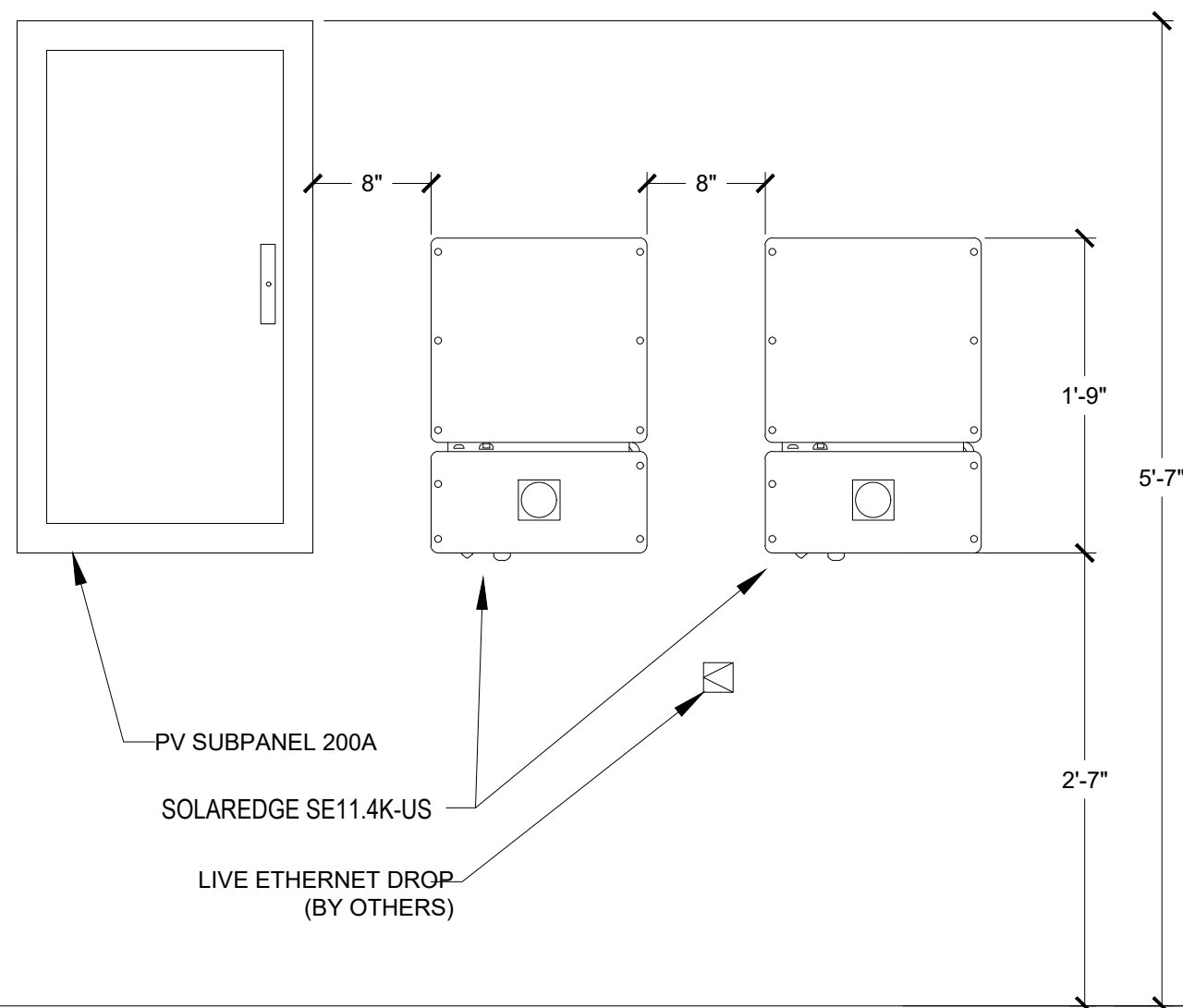
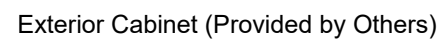
**KIRKLAND HEIGHTS
DESIGN SET**
13321 NE 133RD STREET,
KIRKLAND WA 98034

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EQUIPMENT
ELEVATION

PV-401

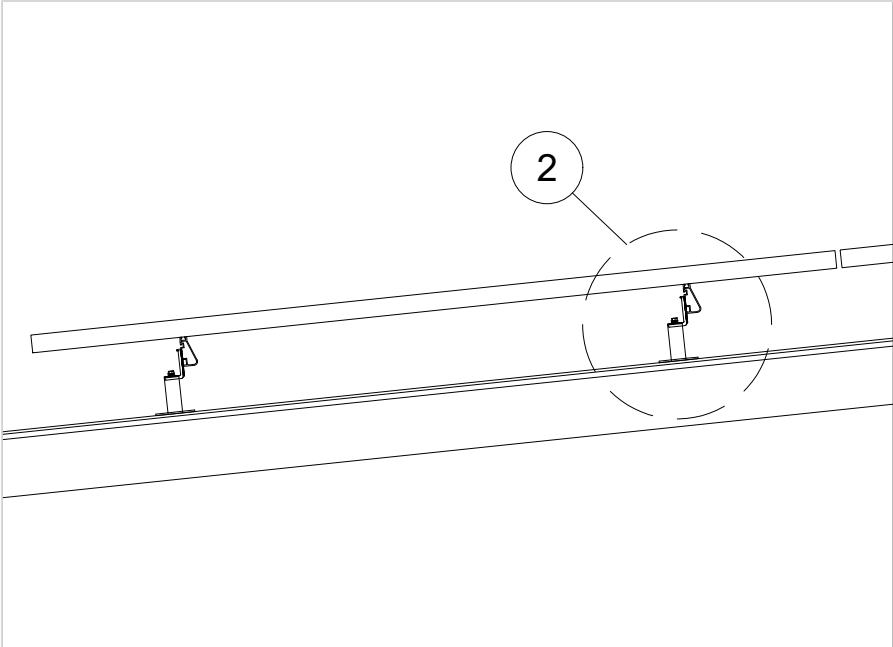


Floor

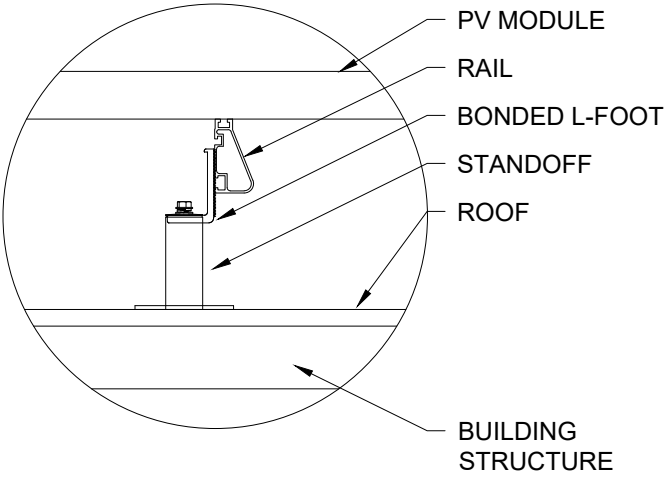
TYPE 1 - EQUIPMENT ELEVATION VIEW

SCALE: 1" = 1'

①



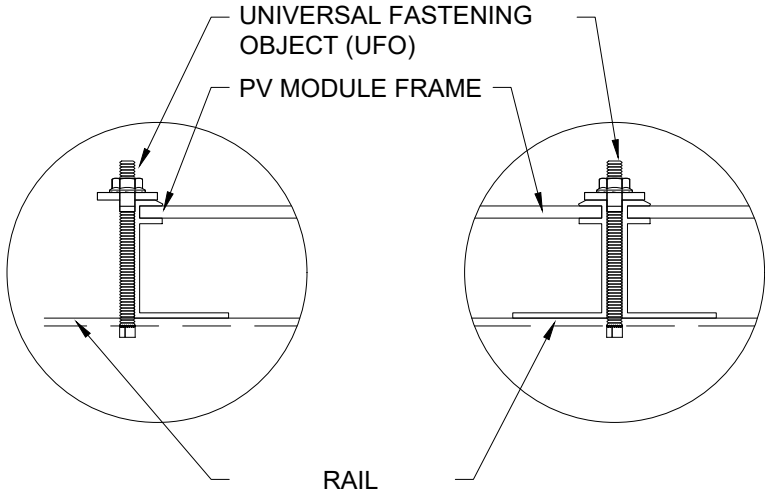
1 RACKING SECTION
SCALE:NOT TO SCALE



2 RACKING DETAIL
SCALE:NOT TO SCALE

- 1. PRODUCT NAME: FLUSH MOUNT
- 2. SITE-SPECIFIC WIND DESIGN
- 3. INSTALLATION PER MANUFACTURER SPECIFICATIONS

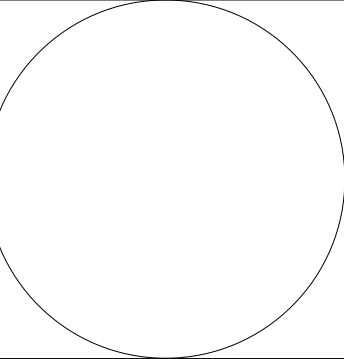
3 STRUCTURAL NOTES
SCALE:NOT TO SCALE



4 END AND MID CLAMPS, FRONT
SCALE:NOT TO SCALE



PUGET SOUND SOLAR
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Seattle, WA 98144
Tel: 206-706-1931



KIRKLAND HEIGHTS
DESIGN SET
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WA 98034

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RACKING

PV-301



Type 2 Design

PV SYSTEM DETAILS - TYPE 2

MAX POWER OUTPUT	34.8 KW DC / 22.8 KW AC
AZIMUTH	9.46°

BUILDING HEIGHT	30FT
MAX PV PSF	2.9PSF
RACKING MODULE	FLUSH MOUNT ON STANDOFFS (87) SILFAB-USA SIL-400-HC+
INVERTER	(2) SOLAREEDGE SE11400H-US
OPTIMIZER	(87) SOLAREEDGE: P505

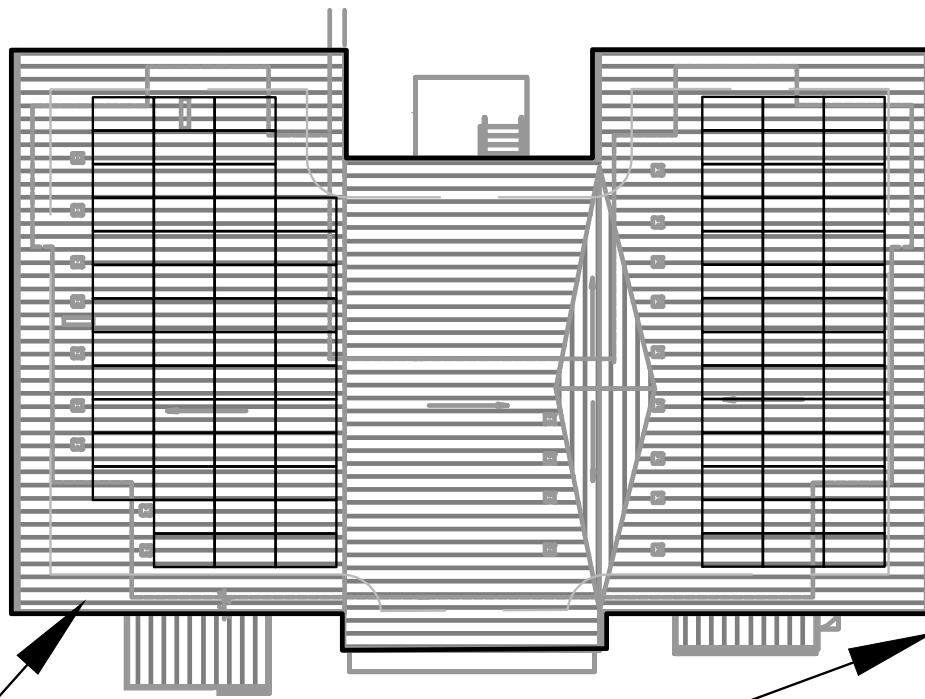
NOTE:

- OBSTRUCTIONS SUCH AS VENT PIPES, REFRIGERATION LINES, FALL PROTECTION ANCHORS ETC. IN THE ARRAY AREA MAY INCUR A REDESIGN FEE. DILIGENT PROTECTION OF THE SOLAR ARRAY AREA FROM INTRUSION BY OTHER TRADES IS RECOMMENDED



PUGET SOUND SOLAR
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3 Story Flat



4' WALKWAY PER FIRE DEPARTMENT (TYP)

PV INTERCONNECTION IN MAIN ELECTRICAL ROOM



SCALE: 1" = 48'

**KIRKLAND HEIGHTS
DESIGN SET**
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WA 98034

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PROJECT NO.	18799

SITE PLAN

PV-101

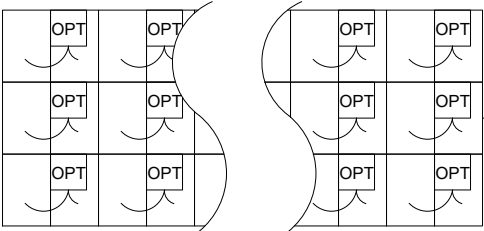
SOLAR PV SYSTEM SPECIFICATIONS	
MAX POWER OUTPUT	34.8KW DC / 22.8 KW AC
TOTAL MODULES	87
TOTAL INVERTERS	2
MIN DESIGN TEMPERATURE	-12°C
MAX SYSTEM VOLTAGE	600V DC / 240V AC
MAX SYSTEM CURRENT	18A DC / 95A AC

MODULE SPECIFICATIONS	
SOLAR MODULE	SILFAB-USA SIL-400-HC+
MPP VOLTAGE	36.05V
MPP CURRENT	11.1A
OPEN CIRCUIT VOLTAGE	43.02V
SHORT CIRCUIT CURRENT	11.58A
VOC TEMP COEFFICIENT	-0.28%/°C

INVERTER SPECIFICATIONS	
MANUFACTURER & MODEL	SOLAREEDGE SE11400H-US
INVERTER RATED POWER	11400W
INVERTER RATED CURRENT	47.5 @ 240V ϕ
MAX INPUT VOLTAGE	N/A
MAX INPUT CURRENT	N/A
CERTIFICATION	UL1741, IEEE1547
STRINGS PER INVERTER	2
MAX MODULES IN STRING	22
STRING MAX AMPERAGE	18A

POWER OPTIMIZER SPECS	
MANUFACTURER &MODEL	SOLAREEDGE: P505
INPUT DC POWER	505W
MAX OUTPUT CURRENT	18A
MAX OUTPUT VOLTAGE	80V DC
NUMBER OF INPUTS	1
TOTAL OPTIMIZERS	87

FEEDER SCHEDULE	
①	SOLAREEDGE FACTORY WIRING, JUMPERS/ HOMERUNS OF #10 PV WIRE IN AIR, #6 GND
②	(8) #8 THWN-2 + (1) #8 THWN-2 NUET+ (1) #6 GND IN 1" EMT CONDUIT BY OTHERS
③	(2) #1 THWN-2 + (1) #1 THWN-2 NUET+ (1) #6 GND IN 1 1/4" EMT CONDUIT
④	CAT5e (OR CAT6)



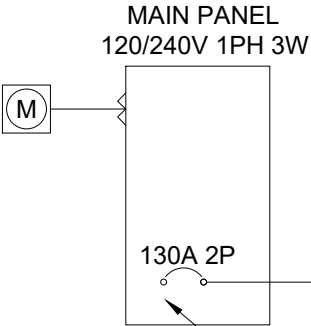
TOTAL (87) MODULES
WITH (2) INVERTER(S).

ROOFTOP
SCHEMATIC REPRESENTATION ONLY

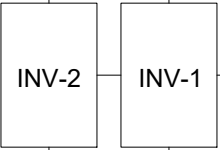
2" EMT CONDUIT
THROUGH BUILDING
BY OTHERS

MAIN ELECTRICAL ROOM

EXTERIOR LOCATION



200A
PV SUBPANEL MLO
120/240V 1PH 3W

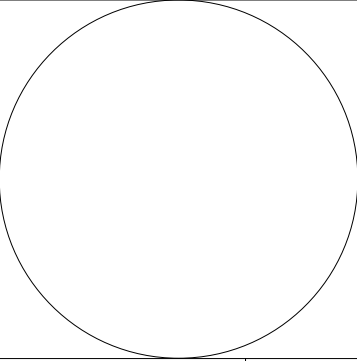


INTERNET
CONNECTION
PROVIDED BY
CUSTOMER

LOCATE PV INTERCONNECTION BREAKER AT
OPPOSITE END OF BUSBAR FROM MAIN. EC TO
FURNISH AND INSTALL PV INTERCONNECTION
BREAKER



PUGET SOUND SOLAR
805 Rainier Ave S
Seattle, WA 98144
Tel: 206-706-1931



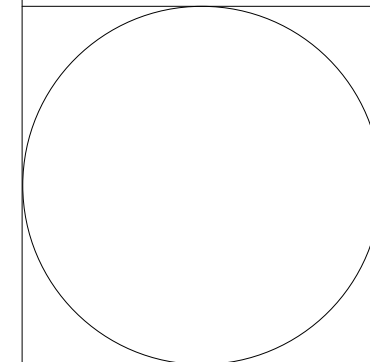
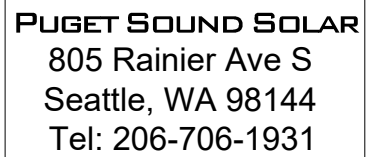
KIRKLAND HEIGHTS
DESIGN SET
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WA 98034

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SCALES STATED ON DRAWINGS ONLY VALID IF PLOTTED ANSI A 8-1/2" X 11"

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	PROJECT NO.	18799

RISER

PV-701



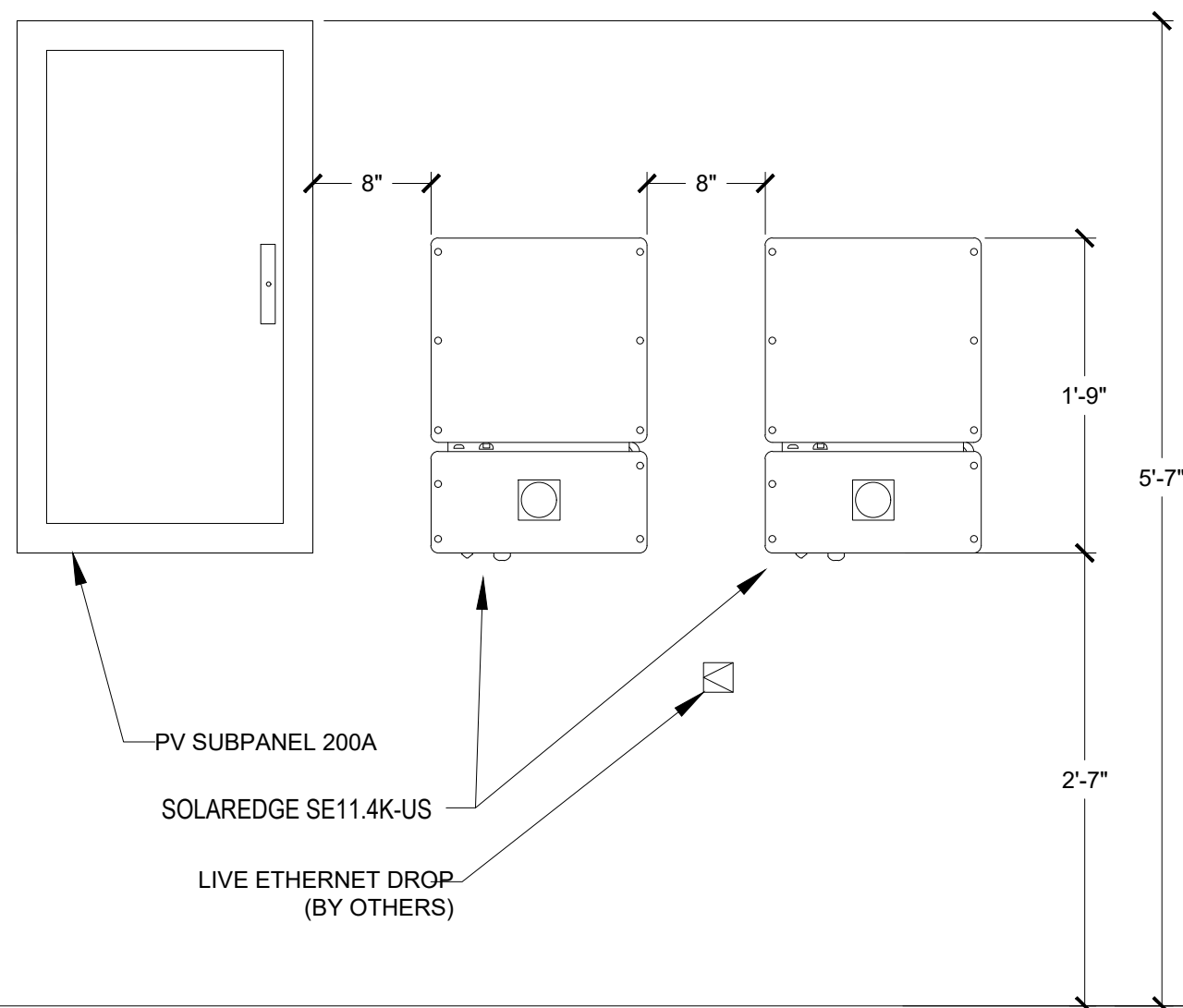
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EQUIPMENT
ELEVATION

PV-401

Exterior Cabinet (Provided by Others)

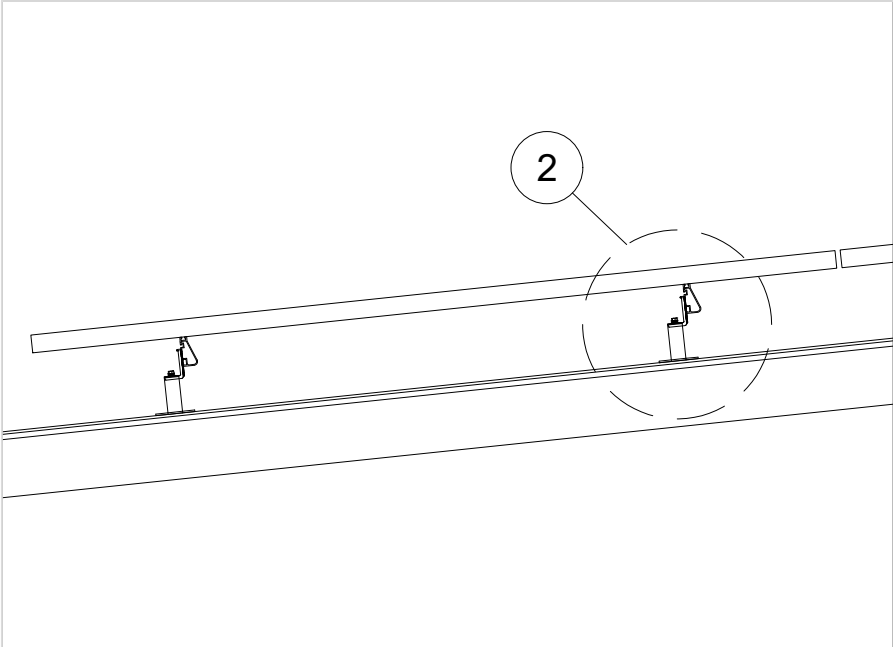


Floor

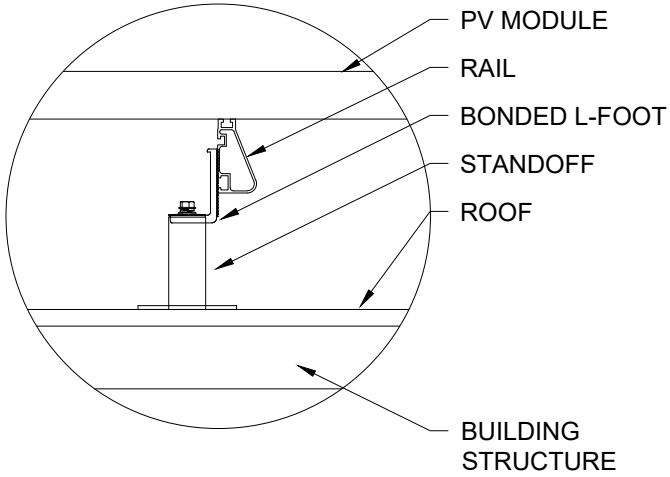
TYPE 2 - EQUIPMENT ELEVATION VIEW

SCALE: 1" = 1'

①



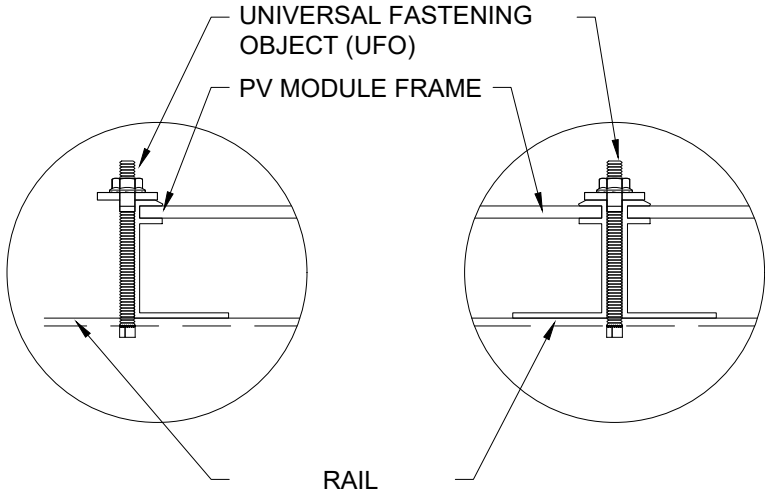
1 RACKING SECTION
SCALE:NOT TO SCALE



2 RACKING DETAIL
SCALE:NOT TO SCALE

- 1. PRODUCT NAME: FLUSH MOUNT
- 2. SITE-SPECIFIC WIND DESIGN
- 3. INSTALLATION PER MANUFACTURER SPECIFICATIONS

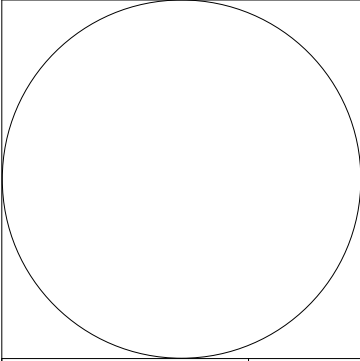
3 STRUCTURAL NOTES
SCALE:NOT TO SCALE



4 END AND MID CLAMPS, FRONT
SCALE:NOT TO SCALE



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KIRKLAND HEIGHTS
DESIGN SET
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RACKING

PV-301



PUGET SOUND SOLAR

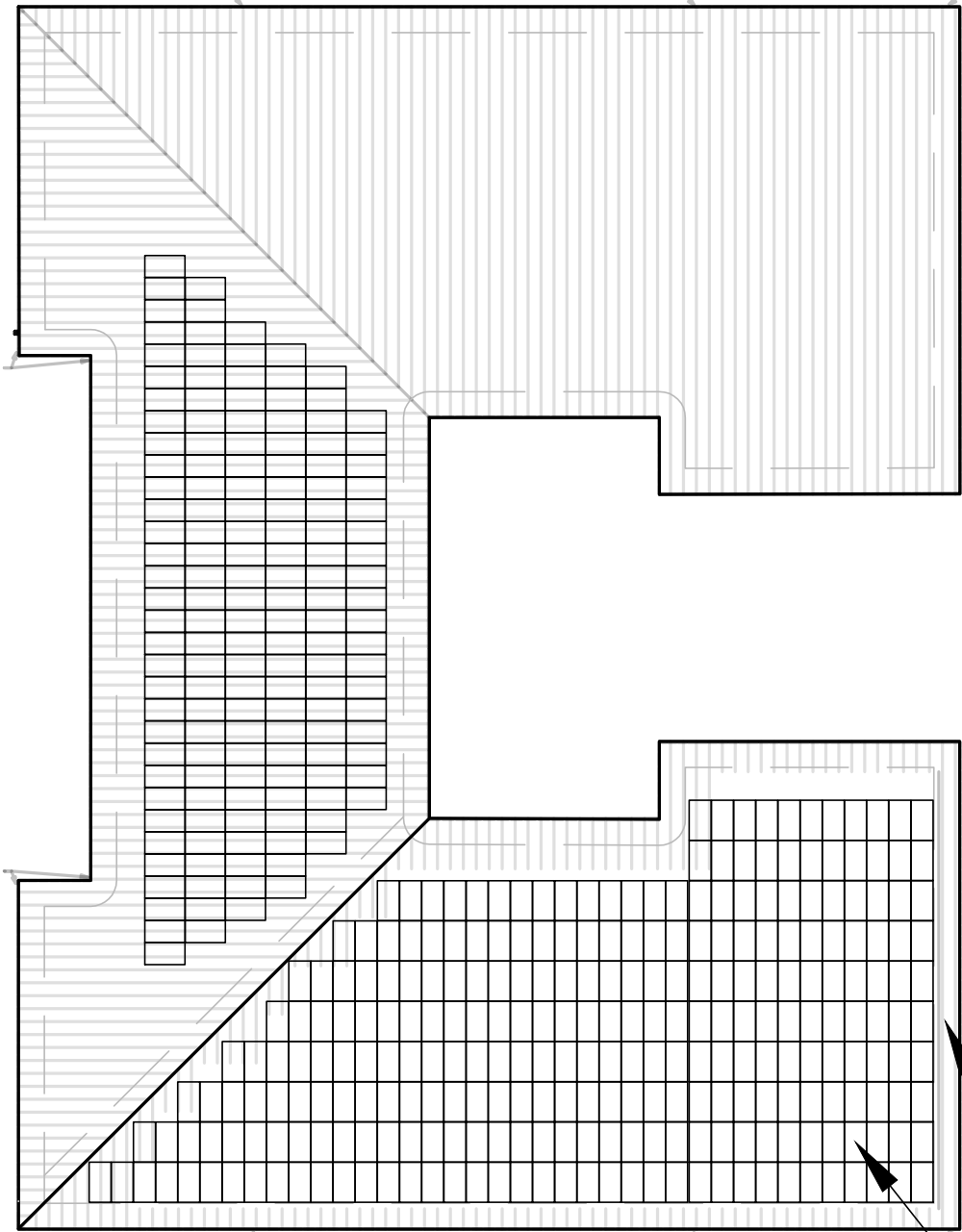
Type 3 Design

PV SYSTEM DETAILS - TYPE 3

MAX POWER OUTPUT	170 KW DC / 100 KW AC
AZIMUTH	9.46°
BUILDING HEIGHT	30FT
MAX PV PSF	2.9
RACKING	FLUSH MOUNT ON STANDOFFS
MODULE	(426) SILFAB-USA SIL-400-HC+
INVERTER	(2) SOLAREEDGE SE50K-US
OPTIMIZER	(213) SOLAREEDGE: P1101

NOTE:

- OBSTRUCTIONS SUCH AS VENT PIPES, REFRIGERATION LINES, FALL PROTECTION ANCHORS ETC. IN THE ARRAY AREA MAY INCUR A REDESIGN FEE. DILIGENT PROTECTION OF THE SOLAR ARRAY AREA FROM INTRUSION BY OTHER TRADES IS RECOMMENDED



BLD 26-27

MAIN ENTERANCE

4' WALKWAY PER FIRE
DEPARTMENT (TYP)

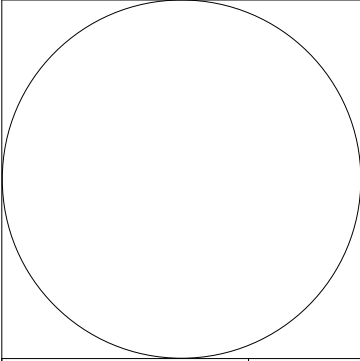
SOLAR MODULES



SCALE: 1" = 48'



PUGET SOUND SOLAR
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**KIRKLAND HEIGHTS
DESIGN SET**
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	PROJECT NO.	18799

SITE PLAN

PV-101

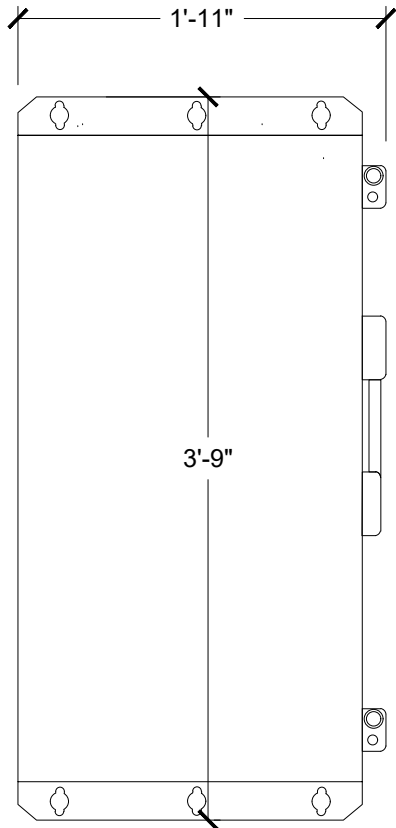
VERSION: KirklandHeights_CAD_PLOT DATE: Thursday, March 23, 2023 4:33:20 PM

FLOOR

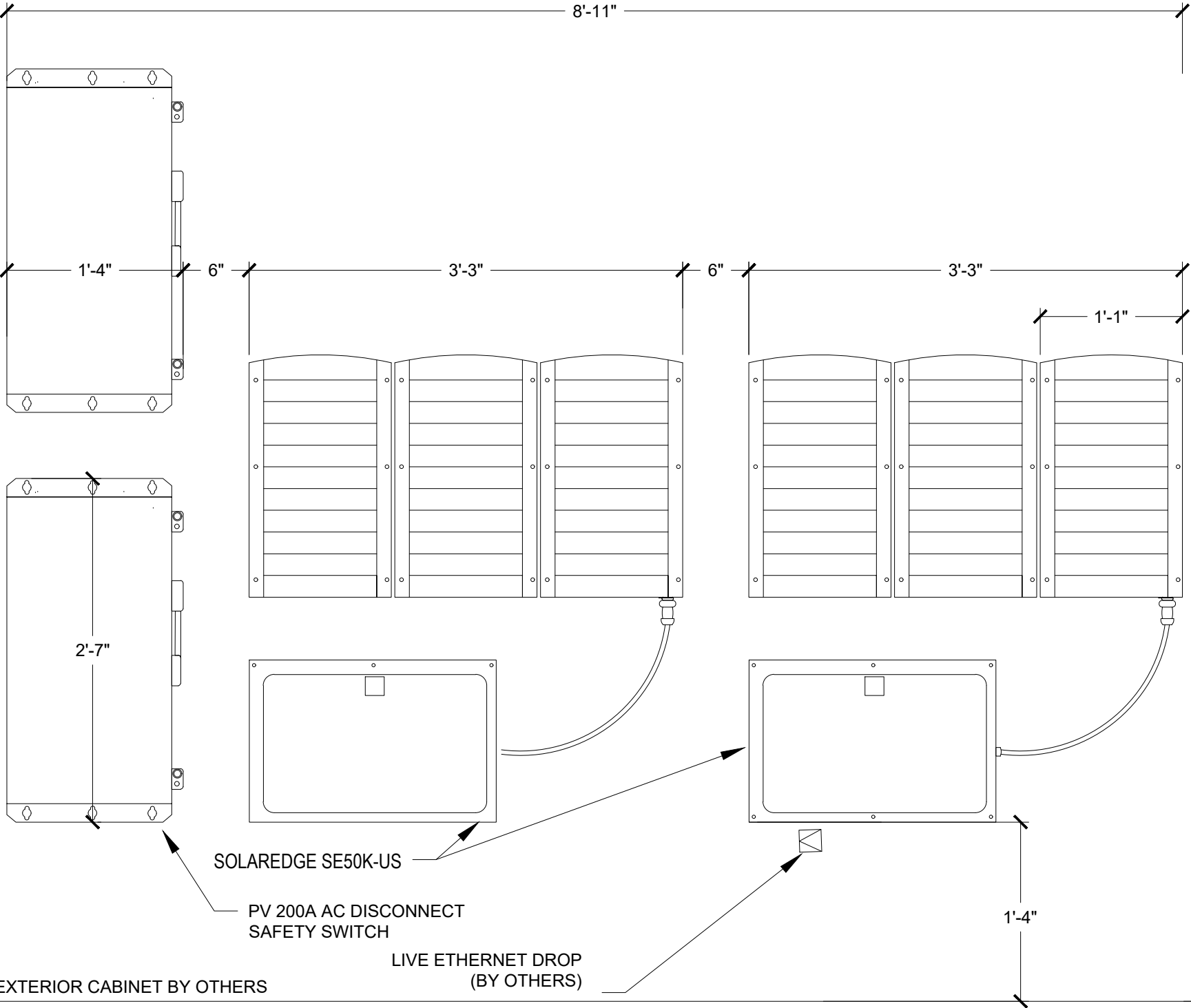
1 EQUIPMENT ELEVATION FOR TYPE 3
SCALE: 1" = 1'

PV 400A AC DISCONNECT
SAFETY SWITCH

INTERIOR ELECT RM



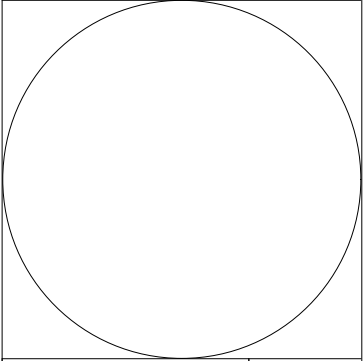
EXTERIOR CABINET BY OTHERS



6'-7" MAX



PUGET SOUND SOLAR
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Tel: 206-706-1931



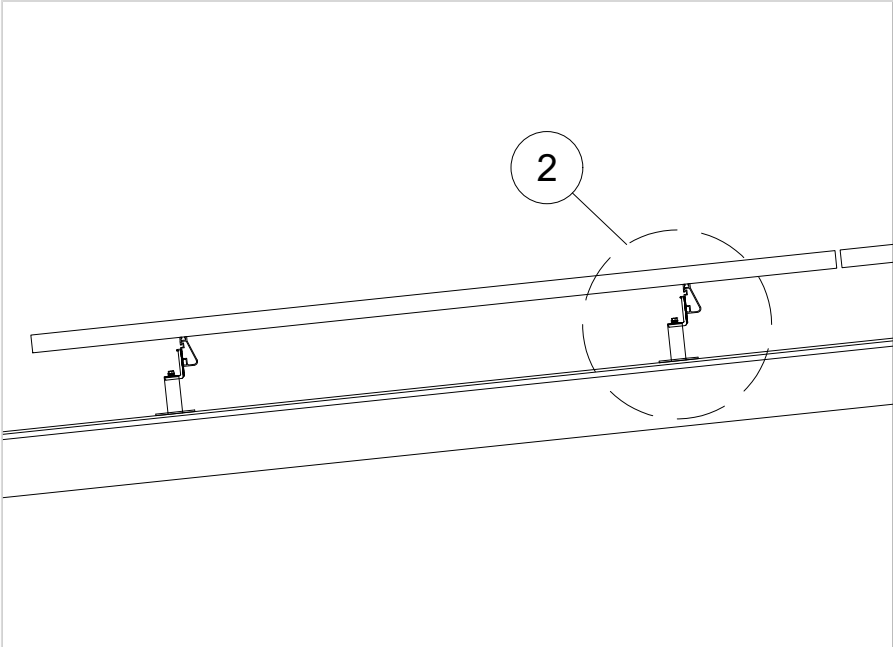
KIRKLAND HEIGHTS
DESIGN SET
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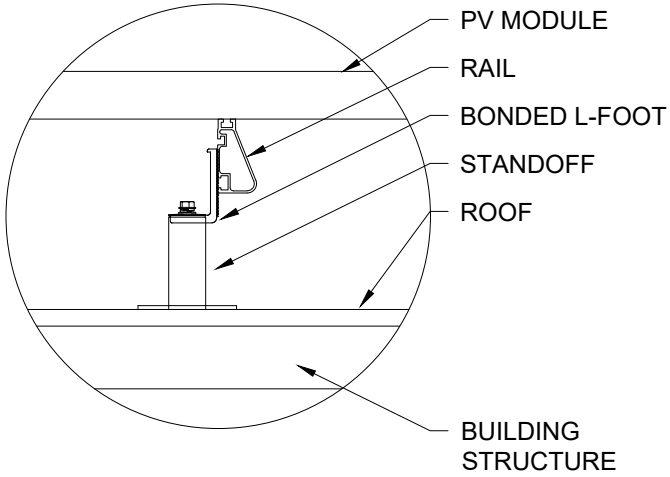
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EQUIPMENT
ELEVATION

PV-401



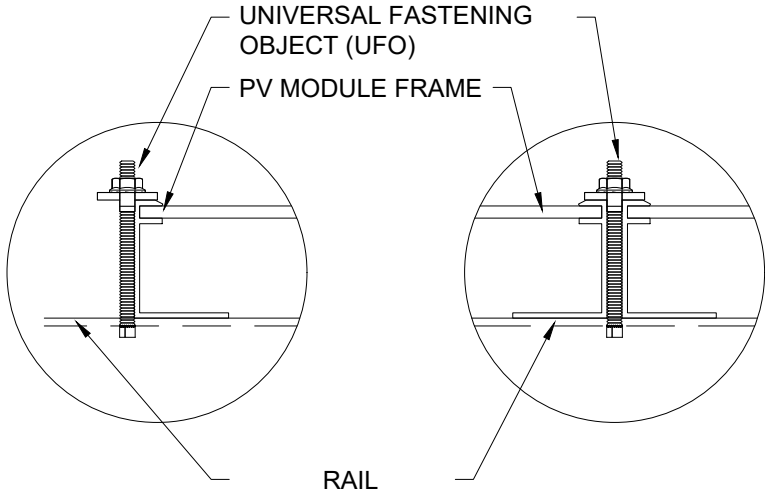
1 RACKING SECTION
SCALE:NOT TO SCALE



2 RACKING DETAIL
SCALE:NOT TO SCALE

- 1. PRODUCT NAME: FLUSH MOUNT
- 2. SITE-SPECIFIC WIND DESIGN
- 3. INSTALLATION PER MANUFACTURER SPECIFICATIONS

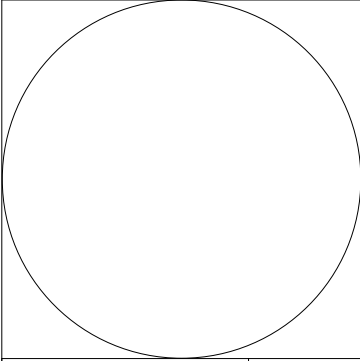
3 STRUCTURAL NOTES
SCALE:NOT TO SCALE



4 END AND MID CLAMPS, FRONT
SCALE:NOT TO SCALE



PUGET SOUND SOLAR
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Tel: 206-706-1931



**KIRKLAND HEIGHTS
DESIGN SET**
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RACKING

PV-301



Type 5 Design

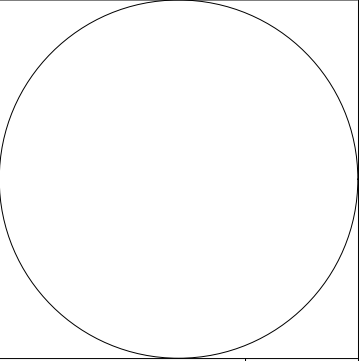
PV SYSTEM DETAILS - TYPE 5

MAX POWER OUTPUT	160 KW DC / 100 KW AC
AZIMUTH	9.46°
BUILDING HEIGHT	30 FT
MAX PV PSF	2-5 PSF
RACKING	FLUSH MOUNT ON STANDOFFS
MODULE	(400) SILFAB SIL-400 HC+
INVERTER	(2) SOLAREEDGE SE50K-US
OPTIMIZER	(200) SOLAREEDGE: P1101

- NOTE:**
- OBSTRUCTIONS SUCH AS VENT PIPES, REFRIGERATION LINES, FALL PROTECTION ANCHORS ETC. IN THE ARRAY AREA MAY INCUR A REDESIGN FEE. DILIGENT PROTECTION OF THE SOLAR ARRAY AREA FROM INTRUSION BY OTHER TRADES IS RECOMMENDED



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KIRKLAND HEIGHTS
DESIGN SET

13321 NE 133RD ST, KIRKLAND
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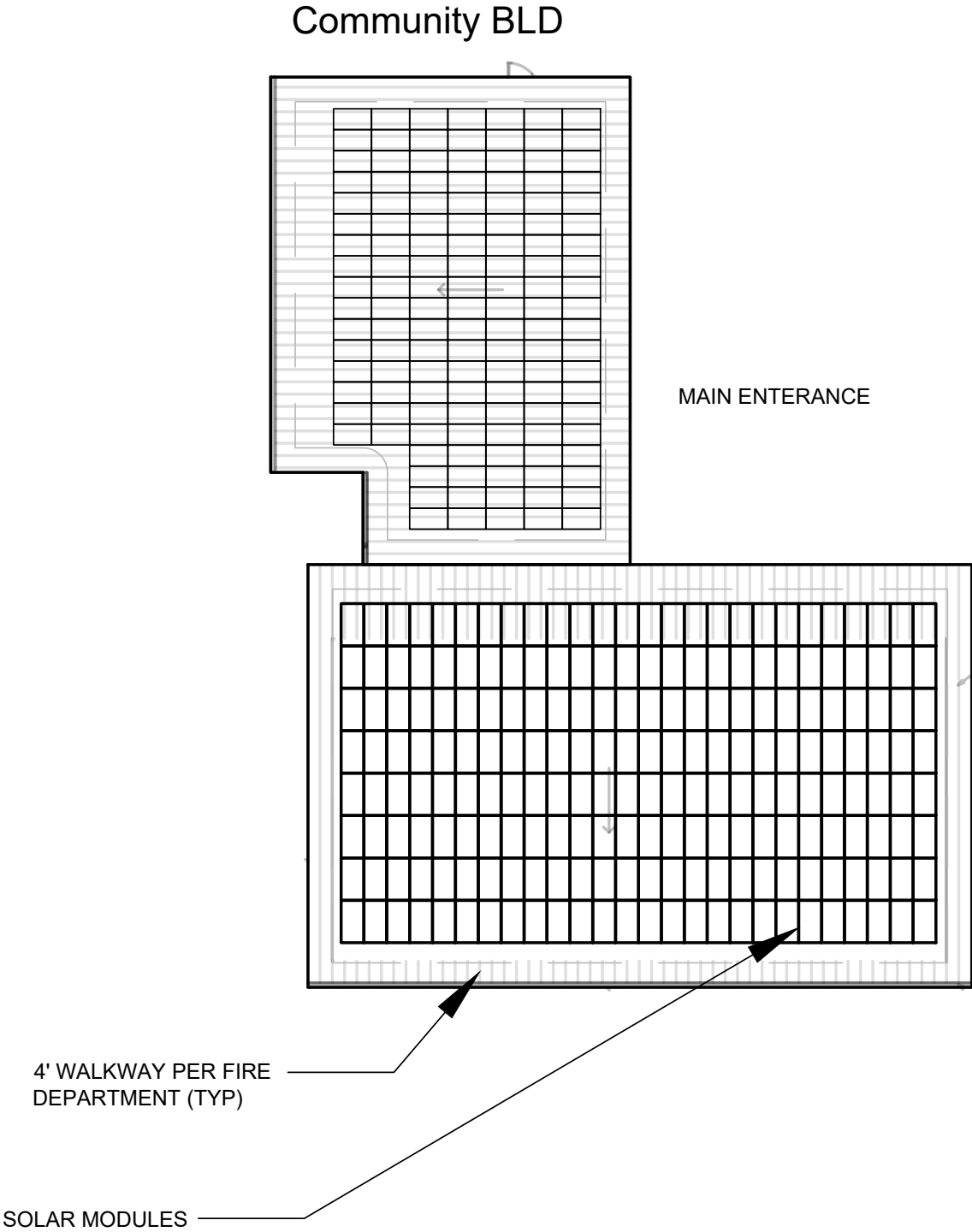
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	PROJECT NO.	18799

SITE PLAN

PV-101

Community BLD



N
↑
SCALE: 1" = 48'

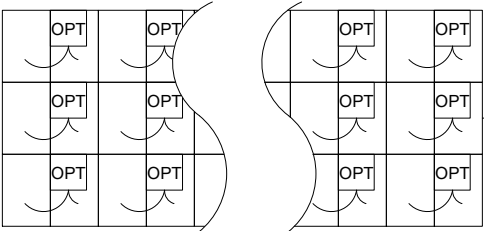
SOLAR PV SYSTEM SPECIFICATIONS	
MAX POWER OUTPUT	170.4KW DC / 100 KW AC
TOTAL MODULES	426
TOTAL INVERTERS	2
MIN DESIGN TEMPERATURE	-12°C
MAX SYSTEM VOLTAGE	600V DC / 208V AC
MAX SYSTEM CURRENT	18A DC / 279A AC

MODULE SPECIFICATIONS	
SOLAR MODULE	SILFAB SIL-400 HC+
MPP VOLTAGE	36.05V
MPP CURRENT	11.1A
OPEN CIRCUIT VOLTAGE	43.02V
SHORT CIRCUIT CURRENT	11.58A
VOC TEMP COEFFICIENT	-0.28%/°C

INVERTER SPECIFICATIONS	
MANUFACTURER & MODEL	SOLAREEDGE SE50K-US
INVERTER RATED POWER	50000W
INVERTER RATED CURRENT	139.5 @ 208V ϕ
MAX INPUT VOLTAGE	600V
MAX INPUT CURRENT	139.5A
CERTIFICATION	UL1741, IEEE1547
STRINGS PER INVERTER	9
MAX MODULES IN STRING	24
STRING MAX AMPERAGE	18A

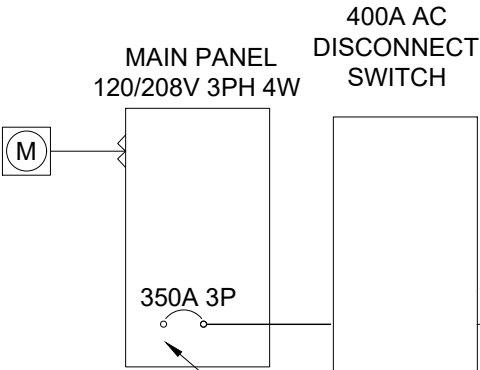
POWER OPTIMIZER SPECS	
MANUFACTURER &MODEL	SOLAREEDGE: P1101
INPUT DC POWER	1101W
MAX OUTPUT CURRENT	18A
MAX OUTPUT VOLTAGE	80V DC
NUMBER OF INPUTS	2
TOTAL OPTIMIZERS	213

FEEDER SCHEDULE	
①	SOLAREEDGE FACTORY WIRING, JUMPERS/ HOMERUNS OF #10 PV WIRE IN AIR, #6 GND
②	(36) #8 THWN-2 + (1) #8 THWN-2 NUET+ (1) #4 GND IN 2" EMT CONDUIT BY OTHERS
③	(3) #500 THWN-2 + (1) #500 THWN-2 NUET+ (1) #4 GND IN 2 1/2" EMT CONDUIT
④	CAT5e (OR CAT6)

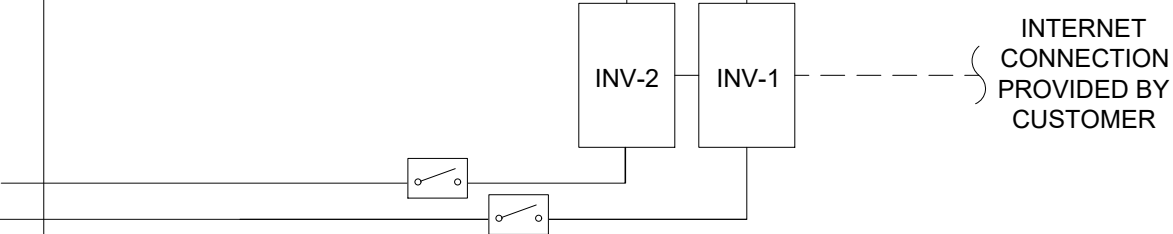


ROOFTOP
SCHEMATIC REPRESENTATION ONLY

MAIN ELECTRICAL ROOM



EXTERIOR LOCATION



KNIFE-BLADE SAFETY SWITCH TO BE CO-LOCATED WITH THE NET METER PER UTILITY REQUIREMENTS

LOCATE PV INTERCONNECTION BREAKER AT OPPOSITE END OF BUSBAR FROM MAIN. EC TO FURNISH AND INSTALL PV INTERCONNECTION BREAKER

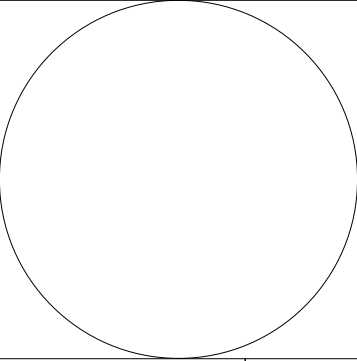
TYPE 5
TOTAL (400) MODULES
WITH (2) INVERTER(S).

3" EMT CONDUIT
THROUGH BUILDING
BY OTHERS

INTERNET
CONNECTION
PROVIDED BY
CUSTOMER



PUGET SOUND SOLAR
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Seattle, WA 98144
Tel: 206-706-1931



KIRKLAND HEIGHTS
DESIGN SET
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RISER

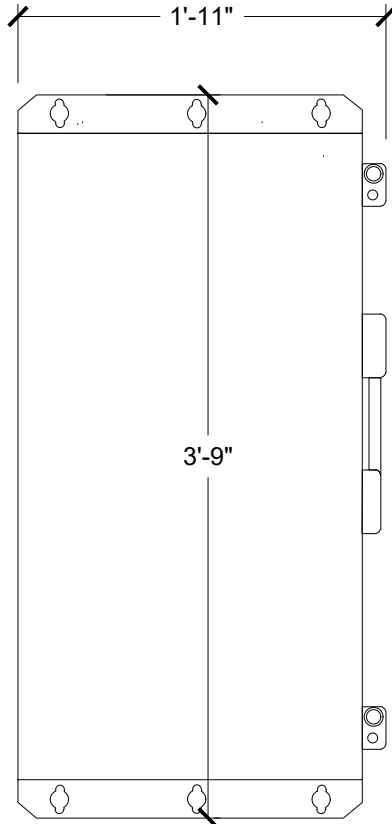
PV-701

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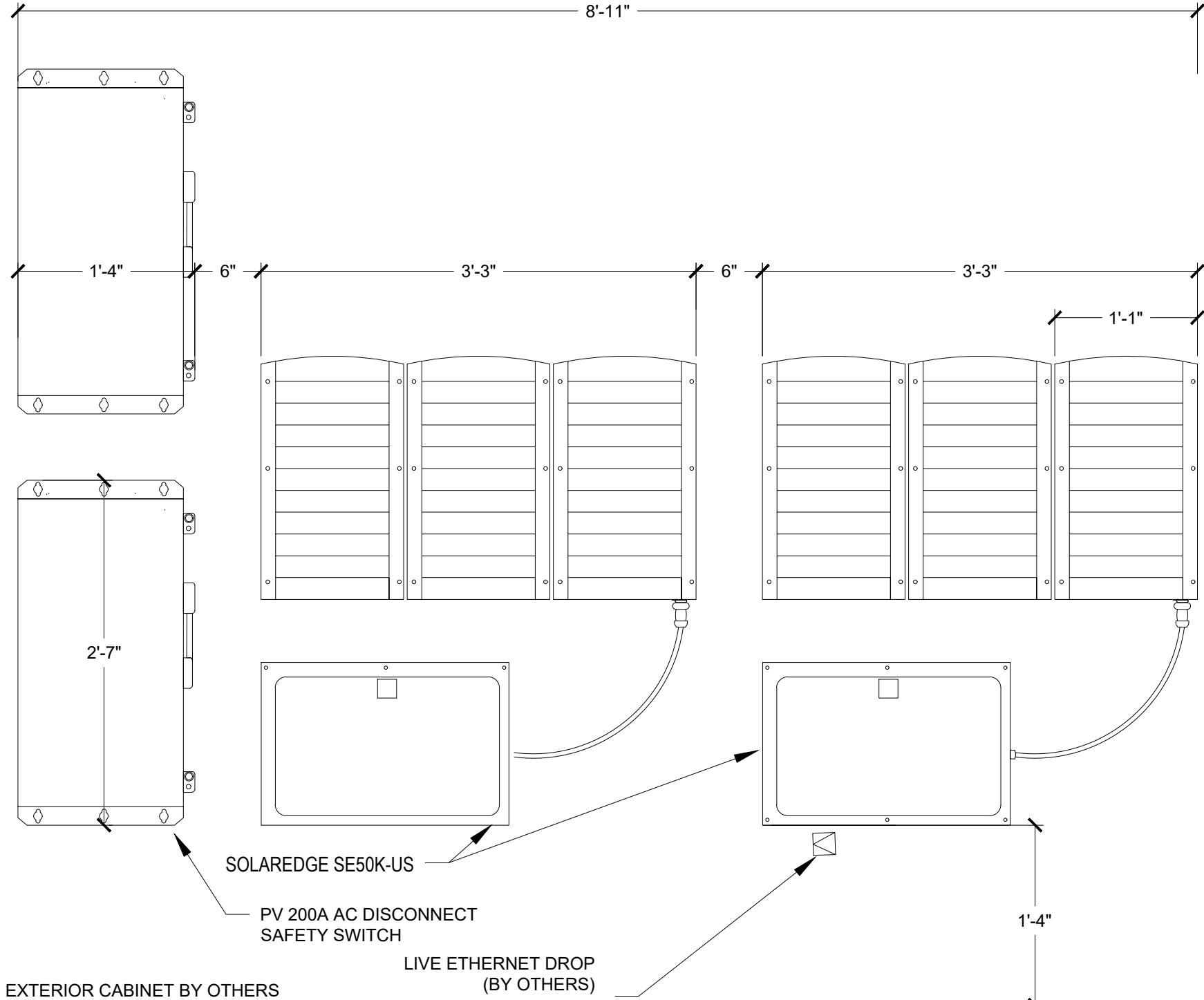
FLOOR

1 EQUIPMENT ELEVATION FOR TYPE 5
SCALE: 1" = 1'

PV 400A AC DISCONNECT
SAFETY SWITCH



INTERIOR ELECT RM



EXTERIOR CABINET BY OTHERS

SOLAREdge SE50K-US

PV 200A AC DISCONNECT
SAFETY SWITCH

LIVE ETHERNET DROP
(BY OTHERS)



PUGET SOUND SOLAR
805 Rainier Ave S
Seattle, WA 98144
Tel: 206-706-1931

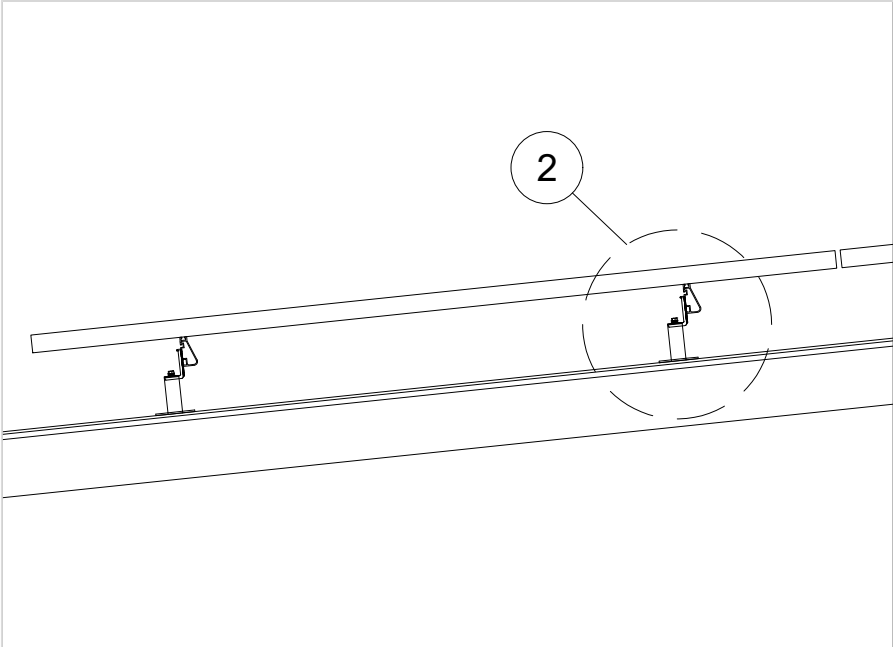
KIRKLAND HEIGHTS
DESIGN SET
13321 NE 133RD ST, KIRKLAND
WA 98034

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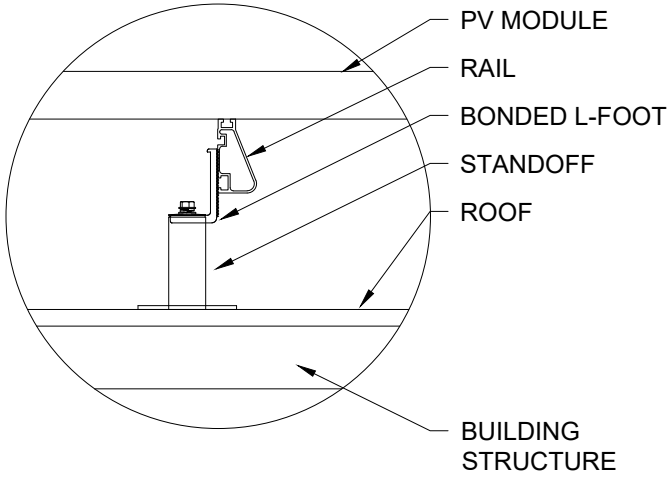
0	----	01/12/2023
REV	DESCRIPTION	DATE
	DRAWN BY	KA
	CHECKED BY	LA
	PROJECT NO.	18799

EQUIPMENT
ELEVATION

PV-401



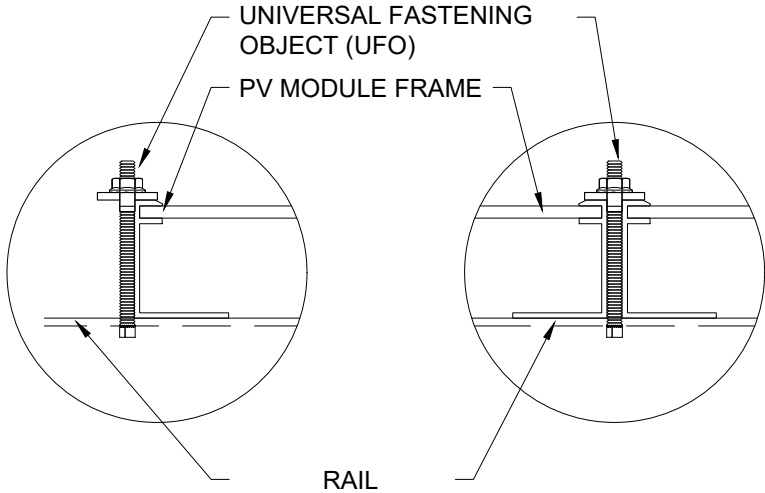
1 RACKING SECTION
SCALE:NOT TO SCALE



2 RACKING DETAIL
SCALE:NOT TO SCALE

- 1. PRODUCT NAME: FLUSH MOUNT
- 2. SITE-SPECIFIC WIND DESIGN
- 3. INSTALLATION PER MANUFACTURER SPECIFICATIONS

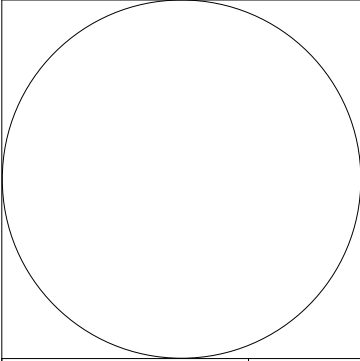
3 STRUCTURAL NOTES
SCALE:NOT TO SCALE



4 END AND MID CLAMPS, FRONT
SCALE:NOT TO SCALE



PUGET SOUND SOLAR
805 Rainier Ave S
Seattle, WA 98144
Tel: 206-706-1931



**KIRKLAND HEIGHTS
DESIGN SET**
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REV	DESCRIPTION	DATE
	DRAWN BY	KA
	CHECKED BY	LA
	PROJECT NO.	18799

RACKING

PV-301

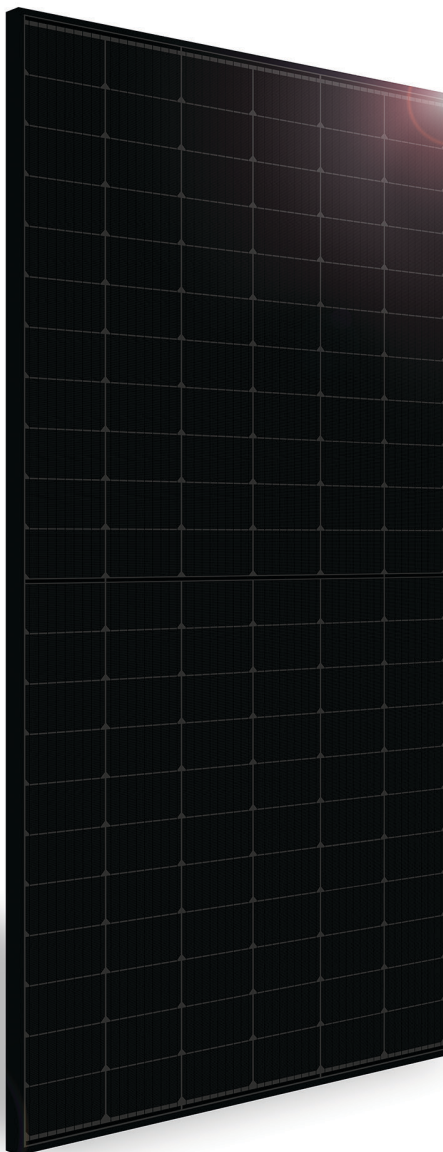
PUGET SOUND SOLAR



Proposal Datasheets

SILFAB PRIME

SIL-400 HC+



RELIABLE ENERGY.
DIRECT FROM THE SOURCE.

Designed to outperform.

Dependable, durable, high-performance
solar panels engineered for North
American homeowners.



[SILFABSOLAR.COM](https://silfabsolar.com)



CHUBB®

* Chubb provides error and omission insurance to Silfab Solar Inc.

ELECTRICAL SPECIFICATIONS		400	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	400	298
Maximum power voltage (Vpmax)	V	36.05	33.50
Maximum power current (Ipmax)	A	11.10	8.90
Open circuit voltage (Voc)	V	43.02	40.35
Short circuit current (Isc)	A	11.58	9.34
Module efficiency	%	20.2%	18.8%
Maximum system voltage (VDC)	V	1000	
Series fuse rating	A	20	
Power Tolerance	Wp	0 to +10	

Measurement conditions: STC 1000 W/m² • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

MECHANICAL PROPERTIES / COMPONENTS	METRIC	IMPERIAL
Module weight	21.3kg ±0.2kg	47lbs ±0.4lbs
Dimensions (H x L x D)	1914 mm x 1036 mm x 35 mm	75.3 in x 40.8 in x 1.37 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8 lb/ft ² rear load / 112.8 lb/ft ² front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	132 Half cells - Si mono PERC 9 busbar - 83 x 166 mm	132 Half cells- Si mono PERC 9 busbar - 3.26 x 6.53 in
Glass	3.2 mm high transmittance, tempered, DSM antireflective coating	0.126 in high transmittance, tempered, DSM antireflective coating
Cables and connectors (refer to installation manual)	1350 mm, ø 5.7 mm, MC4 from Staubli	53 in, ø 0.22 in (12AWG), MC4 from Staubli
Backsheet	High durability, superior hydrolysis and UV resistance, multi-layer dielectric film, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP68 rated	

TEMPERATURE RATINGS		WARRANTIES	
Temperature Coefficient Isc	+0.064 %/°C	Module product workmanship warranty	25 years**
Temperature Coefficient Voc	-0.28 %/°C	Linear power performance guarantee	30 years
Temperature Coefficient Pmax	-0.36 %/°C		≥ 97.1% end 1st yr
NOCT (± 2°C)	45 °C		≥ 91.6% end 12th yr
Operating temperature	-40/+85 °C		≥ 85.1% end 25th yr ≥ 82.6% end 30th yr

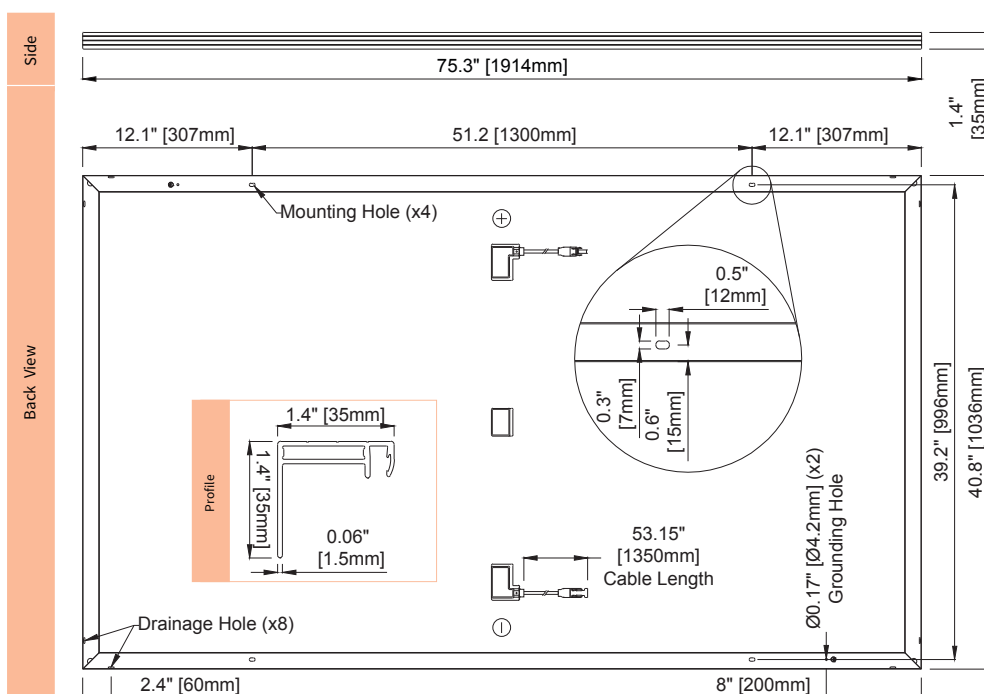
CERTIFICATIONS		SHIPPING SPECS	
Product	UL 61215-1:2017 Ed.1***, UL 61215-2:2017 Ed.1***, UL 61730-1:2017 Ed.1***, UL 61730-2:2017 Ed.1***, CSA C22.2#61730-1:2019 Ed.2***, CSA C22.2#61730-2:2019 Ed.2***, IEC 61215-1:2016 Ed.1***, IEC 61215-2:2016 Ed.1***, IEC 61730-1:2016 Ed.2***, IEC 61730-2:2016 Ed.2***, IEC 61701:2020 (Salt Mist Corrosion), IEC 62716:2013 (Ammonia Corrosion), UL Fire Rating: Type 2, CEC Listing***	Modules Per Pallet:	26 or 26 (California)
Factory	ISO9001:2015	Pallets Per Truck	34 or 31 (California)
		Modules Per Truck	832 or 806 (California)

* ⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.

** 12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at silfabsolar.com.

PAN files generated from 3rd party performance data are available for download at: silfabsolar.com/downloads.

*** Certification and CEC listing in progress. December 2022, expected completion.



SILFAB SOLAR INC.

800 Cornwall Ave
Bellingham WA 98225 USA
T +1 360.569.4733
info@silfabsolar.com

SILFABSOLAR.COM

1770 Port Drive
Burlington WA 98233 USA
T +1 360.569.4733

240 Courtneypark Drive East
Mississauga ON L5T 2Y3 Canada
T +1 905.255.2501
F +1 905.696.0267

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Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US /
SE7600H-US / SE10000H-US / **SE11400H-US**



Optimized installation with HD-Wave technology

- / Specifically designed to work with power optimizers
- / Record-breaking 99% weighted efficiency
- / Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- / Fixed voltage inverter for longer strings
- / Integrated arc fault protection and rapid shutdown for NEC 2014, NEC 2017 and NEC 2020 per article 690.11 and 690.12
- / UL1741 SA certified, for CPUC Rule 21 grid compliance
- / Small, lightweight, and easy to install both outdoors or indoors
- / Built-in module-level monitoring
- / Optional: Faster installations with built-in consumption metering (1% accuracy) and production revenue grade metering (0.5% accuracy, ANSI C12.20)

/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/
SE7600H-US / SE10000H-US / SE11400H-US

MODEL NUMBER	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
APPLICABLE TO INVERTERS WITH PART NUMBER	SEXXXH-XXXXBXX4							
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min.-Nom.-Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5 ⁽¹⁾							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
Power Factor	1, Adjustable - 0.85 to 0.85							
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380				400			Vdc
Maximum Input Current @240V ⁽²⁾	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V ⁽²⁾	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600k Ω Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W

(1) For other regional settings please contact SolarEdge support

(2) A higher current source may be used; the inverter will limit its input current to the values stated

/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/
SE7600H-US / SE10000H-US / **SE11400H-US**

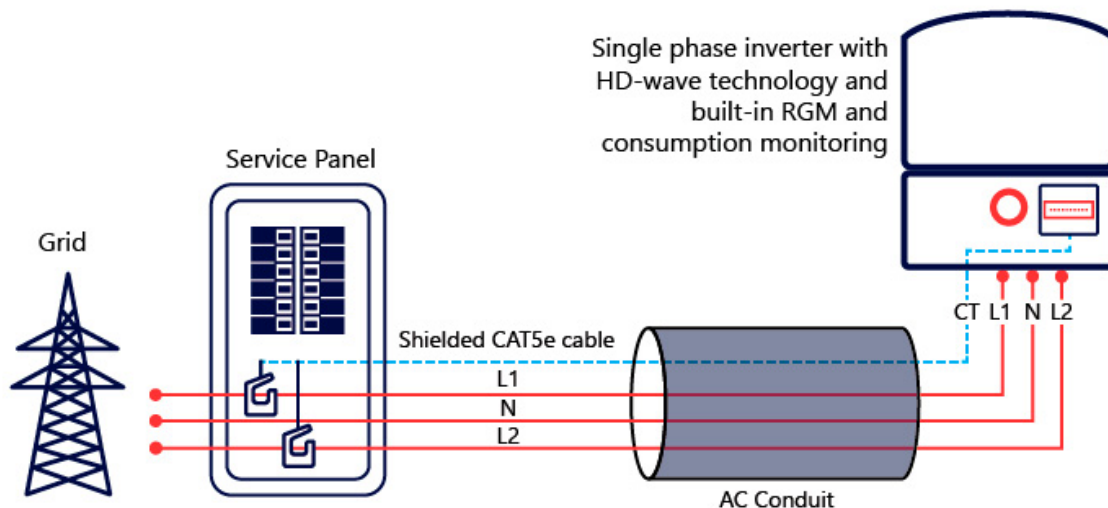
MODEL NUMBER	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US
ADDITIONAL FEATURES							
Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional), Cellular (optional)						
Revenue Grade Metering, ANSI C12.20	Optional ⁽³⁾						
Consumption metering							
Inverter Commissioning	With the SetApp mobile application using Built-in Wi-Fi Access Point for Local Connection						
Rapid Shutdown - NEC 2014, NEC 2017 and NEC 2020, 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect						
STANDARD COMPLIANCE							
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCEI according to T.I.L. M-07						
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)						
Emissions	FCC Part 15 Class B						
INSTALLATION SPECIFICATIONS							
AC Output Conduit Size / AWG Range	1" Maximum / 14-6 AWG				1" Maximum /14-4 AWG		
DC Input Conduit Size / # of Strings / AWG Range	1" Maximum / 1-2 strings / 14-6 AWG				1" Maximum / 1-3 strings / 14-6 AWG		
Dimensions with Safety Switch (HxWxD)	17.7 x 14.6 x 6.8 / 450 x 370 x 174				21.3 x 14.6 x 7.3 / 540 x 370 x 185		in / mm
Weight with Safety Switch	22 / 10	25.1 / 11.4	26.2 / 11.9		38.8 / 17.6		lb / kg
Noise	< 25				<50		dBA
Cooling	Natural Convection						
Operating Temperature Range	-40 to +140 / -40 to +60 ⁽⁴⁾						°F / °C
Protection Rating	NEMA 4X (Inverter with Safety Switch)						

(3) Inverter with Revenue Grade Meter P/N: SExxxxH-US000BNC4; Inverter with Revenue Grade Production and Consumption Meter P/N: SExxxxH-US000BNI4. For consumption metering, current transformers should be ordered separately: SEACT0750-200NA-20 or SEACT0750-400NA-20. 20 units per box

(4) Full power up to at least 50°C / 122°F; for power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf>

How to Enable Consumption Monitoring

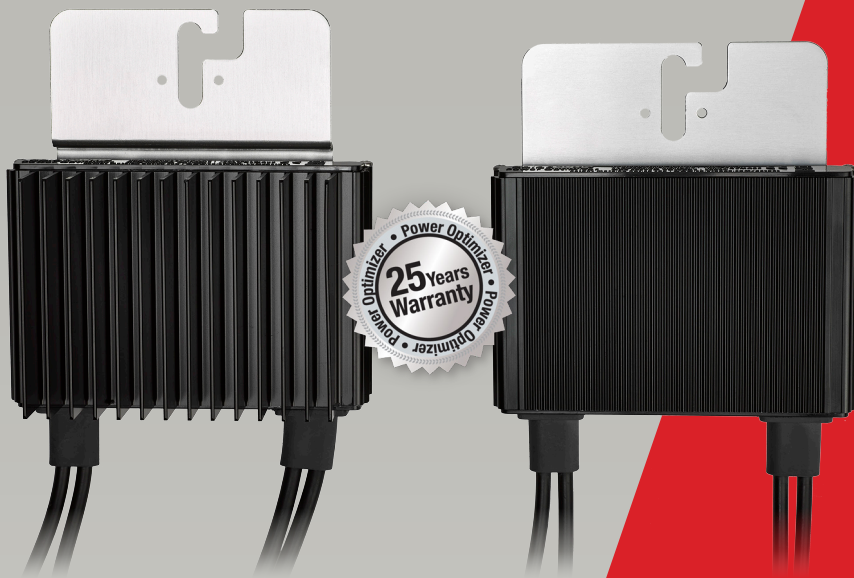
By simply wiring current transformers through the inverter's existing AC conduits and connecting them to the service panel, homeowners will gain full insight into their household energy usage helping them to avoid high electricity bills





Power Optimizer

P320 / P370 / P400 / P405 / **P505**



POWER OPTIMIZER

PV power optimization at the module-level

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch losses, from manufacturing tolerance to partial shading
- Flexible system design for maximum space utilization
- Fast installation with a single bolt
- Next generation maintenance with module-level monitoring
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)
- Module-level voltage shutdown for installer and firefighter safety



Power Optimizer

P320 / P370 / P400 / P405 / **P505**

OPTIMIZER MODEL (typical module compatibility)	P320 (for high-power 60-cell modules)	P370 (for higher-power 60 and 72-cell modules)	P400 (for 72 & 96-cell modules)	P405 (for thin film modules)	P505 (for higher current modules)	
INPUT						
Rated Input DC Power ⁽¹⁾	320	370	400	405	505	W
Absolute Maximum Input Voltage (Voc at lowest temperature)	48	60	80	125 ⁽²⁾	83 ⁽²⁾	Vdc
MPPT Operating Range	8 - 48	8 - 60	8 - 80	12.5 - 105	12.5 - 83	Vdc
Maximum Short Circuit Current (Isc)	11		10.1		14	Adc
Maximum DC Input Current	13.75		12.63		17.5	Adc
Maximum Efficiency	99.5					%
Weighted Efficiency	98.8				98.6	%
Overvoltage Category	II					
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREdge INVERTER)						
Maximum Output Current	15					Adc
Maximum Output Voltage	60			85		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREdge INVERTER OR SOLAREdge INVERTER OFF)						
Safety Output Voltage per Power Optimizer	1 ± 0.1					Vdc
STANDARD COMPLIANCE						
EMC	FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3					
Safety	IEC62109-1 (class II safety), UL1741					
RoHS	Yes					
INSTALLATION SPECIFICATIONS						
Maximum Allowed System Voltage	1000					Vdc
Compatible inverters	All SolarEdge Single Phase and Three Phase inverters					
Dimensions (W x L x H)	128 x 152 x 28 / 5 x 5.97 x 1.1	128 x 152 x 36 / 5 x 5.97 x 1.42	128 x 152 x 50 / 5 x 5.97 x 1.96	128 x 152 x 59 / 5 x 5.97 x 2.32		mm / in
Weight (including cables)	630 / 1.4	750 / 1.7	845 / 1.9	1064 / 2.3		gr / lb
Input Connector	MC4 ⁽³⁾					
Output Wire Type / Connector	Double Insulated; MC4					
Output Wire Length	0.95 / 3.0	1.2 / 3.9				m / ft
Operating Temperature Range	-40 - +85 / -40 - +185					°C / °F
Protection Rating	IP68 / NEMA6P					
Relative Humidity	0 - 100					%

⁽¹⁾ Rated STC power of the module. Module of up to +5% power tolerance allowed

⁽²⁾ NEC 2017 requires max input voltage be not more than 80V

⁽³⁾ For other connector types please contact SolarEdge

PV SYSTEM DESIGN USING A SOLAREDGE INVERTER ⁽⁴⁾⁽⁵⁾		SINGLE PHASE HD-WAVE	SINGLE PHASE	THREE PHASE 208V	THREE PHASE 480V	
Minimum String Length (Power Optimizers)	P320, P370, P400	8		10	18	
	P405 / P505	6		8	14	
Maximum String Length (Power Optimizers)		25		25	50 ⁽⁶⁾	
Maximum Power per String		5700 (6000 with SE7600-US - SE11400-US)	5250	6000 ⁽⁷⁾	12750 ⁽⁸⁾	W
Parallel Strings of Different Lengths or Orientations		Yes				

⁽⁴⁾ For detailed string sizing information refer to: http://www.solaredge.com/sites/default/files/string_sizing_na.pdf

⁽⁵⁾ It is not allowed to mix P405/P505 with P320/P370/P400/P600/P700/P800 in one string

⁽⁶⁾ A string with more than 30 optimizers does not meet NEC rapid shutdown requirements; safety voltage will be above the 30V requirement

⁽⁷⁾ For SE14.4KUS/SE43.2KUS: It is allowed to install up to 6,500W per string when 3 strings are connected to the inverter (3 strings per unit for SE43.2KUS) and when the maximum power difference between the strings is up to 1,000W

⁽⁸⁾ For SE30KUS/SE33.3KUS/SE66.6KUS/SE100KUS: It is allowed to install up to 15,000W per string when 3 strings are connected to the inverter (3 strings per unit for SE66.6KUS/SE100KUS) and when the maximum power difference between the strings is up to 2,000W



Three Phase Inverter with Synergy Technology

For the 208V Grid for North America

SE50KUS



Powered by unique pre-commissioning process for rapid system installation

- Pre-commissioning feature for automated validation of system components and wiring during the site installation process and prior to grid connection
- Easy 2-person installation with lightweight, modular design (each inverter consists of 2 or 3 Synergy units and one Synergy Manager)
- Independent operation of each Synergy unit enables higher uptime and easy serviceability
- Built-in thermal sensors detect faulty wiring ensuring enhanced protection and safety
- Built-in arc fault protection and optional rapid shutdown
- Built-in PID mitigation for maximized system performance
- Monitored* and field-replaceable surge protection devices, to better withstand surges caused by lightning or other events
- Built-in module-level monitoring with Ethernet or cellular communication for full system visibility

*Applicable only for DC and AC SPDs

Three Phase Inverter with Synergy Technology

For the 208V Grid for North America

SE50KUS

Applicable to inverter with Part Numbers	SExxK-USx2lxxxx	
	SE50KUS	
OUTPUT		
Rated AC Active Output Power	50000	W
Maximum AC Apparent Output Power	50000	VA
AC Output Line Connections	3W + PE, 4W + PE	
Supported Grids	WYE: TN-C, TN-S, TN-C-S, TT, IT; Delta: IT	
AC Output Voltage Minimum-Nominal-Maximum ⁽¹⁾ (L-N)	105-120-132.5	Vac
AC Output Voltage Minimum-Nominal-Maximum ⁽¹⁾ (L-L)	183-208-229	Vac
AC Frequency Min-Nom-Max ⁽¹⁾	59.5 - 60 - 60.5	Hz
Maximum Continuous Output Current (per Phase, PF=1)	139.5	Aac
GFDI Threshold	1	A
Utility Monitoring, Islanding Protection, Configurable Power Factor, Country Configurable Thresholds	Yes	
Total Harmonic Distortion	≤ 3	%
Power Factor Range	+/-0.2 to 1	
INPUT		
Maximum DC Power (Module STC) Inverter / Synergy Unit	139.5	W
Transformer-less, Ungrounded	Yes	
Maximum Input Voltage DC+ to DC-	600	Vdc
Operating Voltage Range	370 - 600	Vdc
Maximum Input Current	3 x 46.5	Adc
Reverse-Polarity Protection	Yes	
Ground-Fault Isolation Detection	167kΩ sensitivity per Synergy Unit ⁽²⁾	
CEC Weighted Efficiency	97	%
Nighttime Power Consumption	< 12	W
ADDITIONAL FEATURES		
Supported Communication Interfaces ⁽³⁾	2 x RS485, Ethernet, Wi-Fi (optional), Cellular (optional)	
Smart Energy Management	Export Limitation	
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection	
Arc Fault Protection	Built-in, User Configurable (According to UL1699B)	
Photovoltaic Rapid Shutdown System	NEC 2014, 2017 and 2020, Built-in	
PID Rectifier	Nighttime, built-in	
RS485 Surge Protection (ports 1+2)	Type II, field replaceable, integrated	
AC, DC Surge Protection	Type II, field replaceable, integrated	
DC Fuses (Single Pole)	25A, integrated	
DC SAFETY SWITCH		
DC Disconnect	Built-in	
STANDARD COMPLIANCE		
Safety	UL1699B, CSA C22.2#107.1, Canadian AFCI according to T.I.L. M-07	
Grid Connection Standards	IEEE 1547, Rule 21, Rule 14 (H-I)	
Emissions	FCC part 15 class A	

(1) For other regional settings please contact SolarEdge support

(2) Where permitted by local regulations

(3) For specifications of the optional communication options, visit <https://www.solaredge.com/products/communication> or the Resource Library webpage: <https://www.solaredge.com/downloads#>, to download the relevant product datasheet

/ Three Phase Inverter with Synergy Technology

For the 208V Grid for North America

SE50KUS

Applicable to inverter with Part Numbers	SExxK-USx2lxxxx	
	SE50KUS	
INSTALLATION SPECIFICATIONS		
Number of Synergy Units per Inverter	3	
AC Max Conduit Size	2 ½"	in
Max AWG Line / PE	4/0 / 1/0	
DC Max Conduit Size	1 x 3" ; 2 x 2"	in
DC Input Inverter / Synergy Unit ⁽⁴⁾	12 / 4 pairs; 6-12 AWG	
Dimensions (H x W x D)	Synergy Unit: 22 x 12.9 x 10.75 / 558 x 328 x 273 Synergy Manager: 14.17 x 22.4 x 11.6 / 360 x 560 x 295	in / mm
Weight	Synergy Unit: 70.4 / 32 Synergy Manager: 39.6 / 18	lb / kg
Operating Temperature Range	-40 to +140 / -40 to +60 ⁽⁵⁾	°F / °C
Cooling	Fan (user replaceable)	
Noise	< 67	dBA
Protection Rating	NEMA 3R	
Mounting	Brackets provided	

(4) DC input is also available with single pair termination per synergy unit. For more information contact SolarEdge

(5) For power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note.pdf>

Power Optimizer For North America

P860 / P960 / P1101



POWER OPTIMIZER

PV power optimization at the module-level

The most cost-effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)

/ Power Optimizer For North America

P860 / P960 / P1101

Power OptimizerModel (Typical Module Compatibility)	P860 (for 2 x 72 cell modules)		P960 (for 2 x 72 cell modules)		P1101 (for up to 2 x high power or bi-facial modules)	
INPUT						
Rated Input DC Power ⁽¹⁾	860		960		1100	W
Connection Method	Dual input for independently connected modules ⁽²⁾				Single input for series connected modules	
Absolute Maximum Input Voltage (Voc at lowest temperature)	60				125	Vdc
MPPT Operating Range	12.5 - 60				12.5 - 105	Vdc
Maximum Short Circuit Current (Isc)	22	23.2		14.1	Adc	
Maximum Short Circuit Current per Input (Isc)	11	11.6		-	Adc	
Maximum Efficiency	99.5				%	
Weighted Efficiency	98.6				%	
Overvoltage Category	II					
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREDGE INVERTER)						
Maximum Output Current	18				Adc	
Maximum Output Voltage	80				Vdc	
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREDGE INVERTER OR SOLAREDGE INVERTER OFF)						
Safety Output Voltage per Power Optimizer	1 ± 0.1				Vdc	
STANDARD COMPLIANCE						
Photovoltaic Rapid Shutdown System	Compliant with NEC 2014, 2017, 2020					
EMC	FCC Part 15 Class A, IEC61000-6-2, IEC61000-6-3					
Safety	IEC62109-1 (class II safety), UL1741			IEC62109-1 (class II safety), UL1741, UL3741		
Material	UL94 V-0, UV resistant					
RoHS	Yes					
INSTALLATION SPECIFICATIONS						
Compatible SolarEdge Inverters	Three phase inverters			SE30K & larger		
Maximum Allowed System Voltage	1000				Vdc	
Dimensions (W x L x H)	129 x 169 x 59 / 5.1 x 6.65 x 2.32	129 x 169 x 72 / 5.1 x 6.65 x 2.83		129 x 162 x 59 / 5.1 x 6.4 x 2.32	mm / in	
Weight	1340 / 2.95	1410 / 3.1		1064 / 2.34	gr / lb	
Input Connector	MC4 ⁽³⁾					
Input Wire Length Options	Input #1	Input #2	Input #1	Input #2	-	m / ft
1	(-) 0.16 / 0.52, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 0.16 / 0.52	(-) 1.6 / 5.2, (+) 1.6 / 5.2	(-) 1.6 / 5.2, (+) 1.6 / 5.2	1.6 / 5.2	
2	(-) 1.6 / 5.2, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 1.6 / 5.2				
3	(-) 1.6 / 5.2, (+) 1.6 / 5.2	(-) 1.6 / 5.2, (+) 1.6 / 5.2				
Output Wire Type / Connector	Double insulated; MC4					
Output Wire Length	2.3 / 7.5	2.3 / 7.5		2.4 / 7.8	m / ft	
Operating Temperature Range ⁽⁴⁾	-40 to +85 / -40 to +185				°C / °F	
Protection Rating	IP68 / NEMA6P					
Relative Humidity	0 - 100				%	

(1) Rated power of the module at STC will not exceed the Power Optimizer "Rated Input DC Power". Modules with up to +5% power tolerance are allowed

(2) In the event of an odd number of PV modules in one string, installation of one P860 /P960 Power Optimizer connected to one PV module is allowed. When connecting a single module to the P860/ P960, seal the unused input connectors with the supplied pair of seals

(3) For other connector types please refer to: <https://www.solaredge.com/sites/default/files/optimizer-input-connector-compatibility.pdf>

(4) For ambient temperature above +70°C / +158°F, power derating is applied. Refer to the Power Optimizers Temperature Derating Application Note for more details

PV System Design Using a SolarEdge Inverter ⁽⁵⁾⁽⁶⁾		208V Grid SE14.4K*	208V Grid SE17.3K*	277/480V Grid SE20K, 30K	277/480V Grid SE33.3K*, SE40K*
Compatible Power Optimizers		P860, P960, P1101	P860, P960, P1101	P860, P960, P1101	P860, P960, P1101
Minimum String Length	Power Optimizers	8	10	14	14
	PV Modules	15	19	27	27
Maximum String Length	Power Optimizers	30	30	30	30
	PV Modules	60	60	60	60
Maximum Continuous Power per String		7200	8820	15300	15300
Maximum Allowed Connected Power per String ⁽⁷⁾ (Permitted only when the difference in connected power between strings is up to 2,000W for the 277/480V grid, or 1,000W for the 208V grid)		1 string - 8400 2 strings or more - 9000	1 string - 10020 2 strings or more - 10620	1 string - 17550 2 strings or more - 20300	2 strings or less - 17550 3 strings or more - 20300
Parallel Strings of Different Lengths or Orientations		Yes			

* The same rules apply for Synergy units of equivalent power ratings, that are part of the modular Synergy Technology inverter

(5) P860/P960 can be mixed in one string only with P860/P960

(6) P860/P960 design with three phase 208V inverters is limited. Use the SolarEdge Designer for verification

(7) To connect more STC power per string, design your project using [SolarEdge Designer](#)

SolarMount®

PV's most versatile mounting system



Ground Mount
Solution

Roof Mount
Solution

Open Structure
Solution

Google Campus, California
© 2007, courtesy of El Solutions Inc.

SolarMount is the most versatile PV mounting rail system on the market today.

We've engineered installer-friendly components for maximum flexibility, allowing you to solve virtually any PV mounting challenge.

The universal SolarMount rail system solutions can be assembled into a wide variety of PV mounting structures to accommodate any job site.

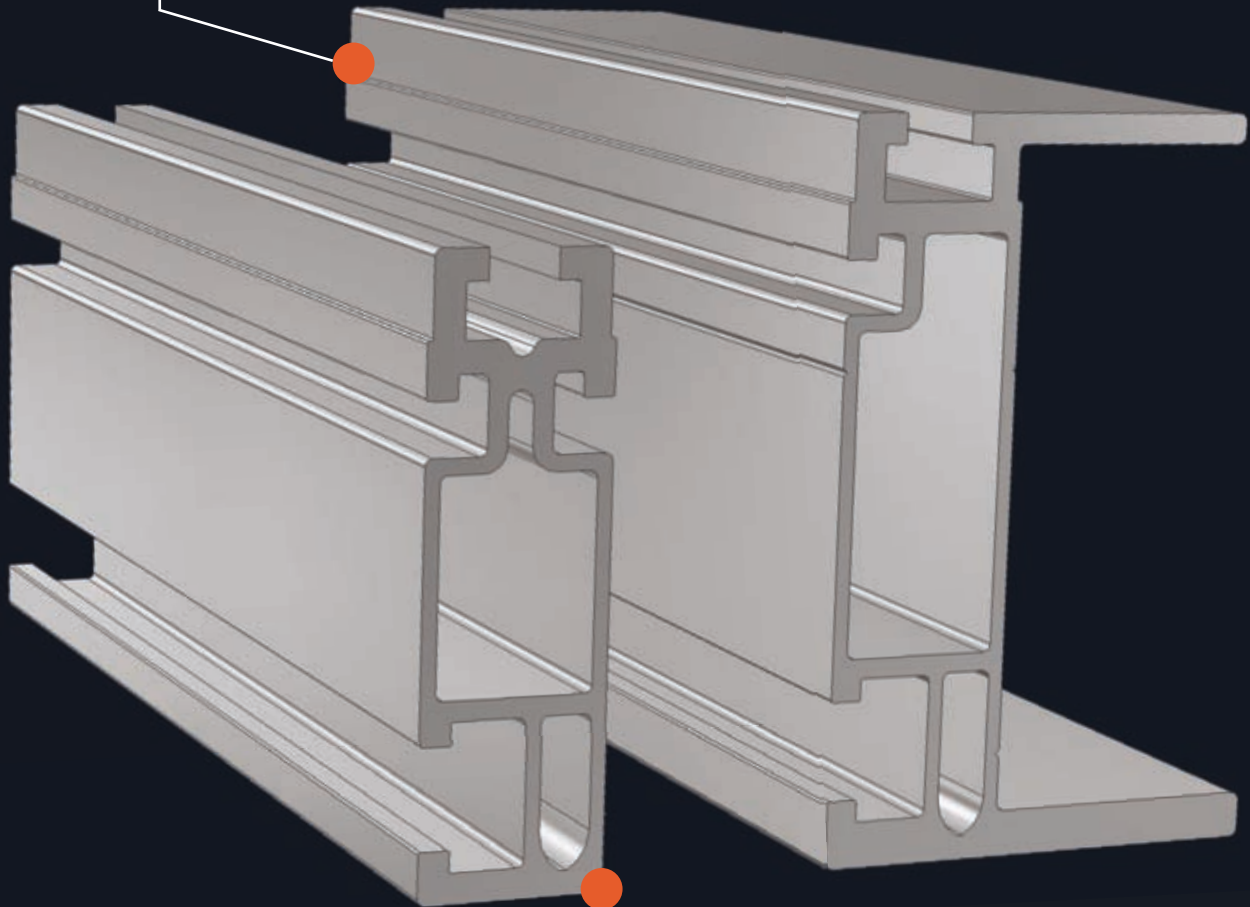
Unirac provides a technical support system complete with installation and code compliance documentation, an on-line estimator and design assistance to help you solve the toughest challenges.

SolarMount® RAIL OPTIONS

PV's most versatile mounting system

SolarMount® HD

HD (heavy duty) rail adds the SolarMount advantage to U-LAs (see separate data sheets), and custom applications that require long spans.

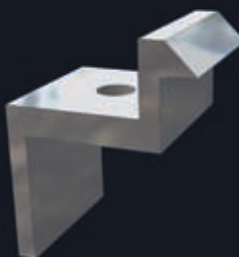


Standard SolarMount®

Standard rail gives you ultimate flexibility, including bottom mounting and tilt-up options.

MODULE MOUNTING

Assembly Sequence Is Your Choice



Top Mounting Clamps

Ideal for flush mount applications, such as residential rooftops, where it is most convenient to secure footings and rails before installing modules, top mounting clamps securely grip any point of the module frame, freeing you from the constraints of module mounting holes.

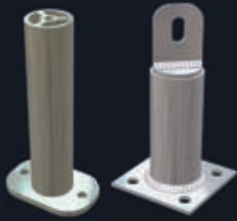


Bottom Mounting Clips

Use bottom mounting clips (standard and HD rail only) whenever you prefer to preassemble the array using module mounting holes. Simply fit the clip into its rail slot over the mounting bolt for a secure connection. Adjust the clip position anywhere along the rail slot.

ATTACHMENT OPTIONS

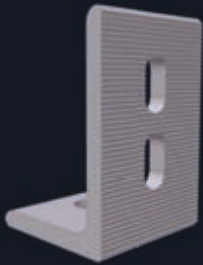
Flexible Components Speed Installation



Standoffs (LH side)

Use standoffs whenever flashed installations are required, on tile roofs, for example. Two-piece aluminum standoffs allow precise placement of a flashing over a secured base prior to the installation of the standoff itself.

All standoff types come in four standard heights: 3, 4, 6, and 7 inches. Appropriate flashings are available.



Serrated L-feet

Standard for ground mount installations on residential and commercial rooftops, use L-feet alone above asphalt composition shingles or in conjunction with flat top standoffs. Mount standard or light rails. Configure to either of two rail heights, one promoting air flow for cooling, the other offering close-to-the-roof aesthetics



Strut-in-Tube Style Legs

Quickly set the precise tilt angle required. Styles are available for high profile (1 or 2 legs per rail) and low profile installations.

Each series offers three leg lengths so you can adjust to exactly the tilt angle you want—up to a maximum of 60 degrees—without cutting and drilling at the job site.



FastFoot™

The FastFoot™ attachment features Eco-Fasten technology by the Alpine Snow Guard Company, allowing attachments to metal, concrete and wood decks without compromising the integrity of the roof.



Tile Hook

Made from cast aluminum, the tile hook attachment provides SolarMount with a cost-effective solution for barrel or Spanish tile roofs. All required lag bolts and hardware are included. Refer to the tile hook engineering data for max load capabilities.

KEY BENEFITS

of SolarMount® Rail

Maximum flexibility

- Flush, high-profile or low-profile configurations
- Roof or ground mount
- Pitched or flat roof

Ease of installation

- Installer-friendly components
- Minimized penetration with longer attachment spans than competitive products
- Designed with customer input
- Grounding and wire management options

Complete technical support

- Installation and code compliance documentation
- Online estimator
- Person-to-person customer service

Core component for Unirac mounting solutions (RH column)

- Two rail options to accommodate any job site
- Incorporated into other major product lines



Description

The U2400-TPO is a lightweight rooftop attachment system consisting of an U-Anchor 2000 Series plate and cover membrane. The cover membrane and separator disk are factory sealed to the top of the plate. The U2400-TPO provides a fastened, watertight, warranted attachment for TPO single-ply membranes.

Advantages

- Extremely strong and lightweight.
- Fast installation, approximate rate of 12 per man hour.
- Installs on any surface from flat to vertical.

U-Anchor Attachment

The U2400-TPO is attached by lifting the flashing to expose the fastening hole on the plate. Then, fastening through the roofing assembly and into the structural decking with 2-8 approved fasteners, as directed by project specific engineering. The membrane cover is then hot air welded around the perimeter to the roof membrane. After verifying the seam integrity with a probe, seam sealer maybe required per roofing manufacturer's specifications.

Project-specific data is required to determine the correct type of fastener and number needed to secure each U-Anchor. An ANSI/SPRI FX-1 Pull Test is recommended to measure the pull-out resistance of fasteners included in the load path, (for example, substrate -> fasteners -> the U-Anchor -> other components.)

Equipment Attachment

To securely mount your rooftop equipment to the U-Anchor, after its installed, the connection nut must be tightened to approximately 20-25 ft.-lbs.

Use a calibrated torque wrench during install to ensure appropriate results are achieved.

Refer to product documentation for detailed installation and component requirements.

Testing

Results are based on plate performance only.

- Ultimate Load - Shear: 4,339 lbs
- Ultimate Load - Tension: 2,713 lbs

Tested in accordance with ICC AC467

Individual roof deck assembly tests available upon request as application specific results may vary.

Listings

- ICC-ES Evaluation Report ESR-4152

Warranty

- 20 Year Limited Material Only Warranty.
Subject to terms and conditions.

Product Specifications

Bolts

- 3/8"-16 x 1.5" Bolt*
- Material Type: 304 Stainless Steel

Plate

- Outer Diameter: 5.5"
- Fastener Hole Diameter: 0.265" (8 holes)
- Fastener Hole Pattern: 4.125" Diameter
- Steel Thickness: 0.047" (1.194mm)
- Material Type: Galvanized Steel G90

Cover Membrane

- Manufacturer: Brand or Non-Brand Specific*
- Color: Default White*
- Length: 11.75"
- Width: 11.75"
- Thickness: Default 60 mil*

Patents

- Visit www.anchorp.com/patents

Packaging Specifications

- Sold Individually OR Full Box Quantity
- Individual Weight: Approx. 0.75 lbs
- Full Box Quantity: 10 units
- Box Weight: Approx. 10 lbs
- Box Dimensions: 13" x 11" x 13"
- Full Pallet Quantity: 50 boxes
- Pallet Dimensions: 48" x 40" x 66"

* Specified option is standard. Custom options may be available for additional charge. Lead times may apply depending on roofing manufacturer and product availability.

All representations herein are premised on proper installation and use of approved components. Failure to properly install or use of unapproved components voids all Anchor Products representations.

Anchor Products systems are included in many roofing manufacturers' guarantees! Please contact us for more information.



INSTRUCTIONS TO BIDDERS

Kirkland Heights Redevelopment – Solar Installation

1.0 BIDDER RESPONSIBILITY CRITERIA

- A. It is the intent of Owner to award a contract to a responsible bidder submitting the lowest responsive bid. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:
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 bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

1.1 SUBCONTRACTOR RESPONSIBILITY

- A. 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.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration 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. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

1.2 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- A. For the work in this project a responsible/qualified Bidder must meet the following standards:

INSTRUCTIONS TO BIDDERS

Kirkland Heights Redevelopment – Solar Installation

1. Have a current certificate of registration as a contractor, in compliance with chapter 18.27 RCW, for the last three years under the same business name;
 2. Have a good record of past performance that includes, but is not limited to, high quality work, ability to complete projects on time, contractor's integrity, compliance with public policy, financial, contractual and tax obligations, as well as Federal and State rules and regulations in performing construction contracts.
 3. Have a current Experience Modification Rate (EMR) of 1.0 or less, or an average EMR rate of 1.0 or less over the last three years. The requirement may, at the Owner's sole discretion, be waived on review of a written explanation that includes details of accidents, L&I records, a Loss Ratio Report for the last five years, costs, dates of events, and changes that have been made by the contractor to reduce accidents. A current company Safety Plan shall also be reviewed.
 4. Bidder shall provide evidence of previous successful completion of residential projects, of similar scope and complexity. Poor performance, lack of response, or failure to complete projects successfully within the contract time may be grounds for the rejection of bidder.
- B. Subcontractors shall have had three years minimum experience licensed in Washington State in the specific specialty contracting business.

1.3 PREPARATION OF BIDS – CONSTRUCTION

- A. Bids must be submitted on the Bid Form furnished by the Owner.
- B. All fields and questions on required forms must be fully answered and complete. Failure to do so may result in the bid being declared non-responsive.
- C. Bidders shall acknowledge receipt of all addenda to this solicitation by inserting the addenda numbers in the space provided on the Bid Form. Failure to do so may result in the bid being declared non-responsive.
1. Bidder is responsible for ensuring that all addenda have been reviewed and included in their bid.
- D. In order for a bid to be considered responsive, bidders must submit the following signed documents with their bid package:
1. Bid Form
 2. Bidder's Information Form
 3. Bid Guarantee
- E. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.

1.4 BID GUARANTEE

- A. A bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee shall render the bid non-responsive.
- B. Acceptable forms of bid guarantee are: A bid bond or postal money order, or certified check or cashier's check made payable to **New Kirkland Heights LLLP**.

INSTRUCTIONS TO BIDDERS

Kirkland Heights Redevelopment – Solar Installation

- C. The Owner will return bid guarantees (other than bid bonds) to unsuccessful bidders as soon as practicable, but not sooner than the execution of a contract with the successful bidder. The successful bidder's bid guarantee will be returned to the successful bidder with its official notice to proceed with the work of the contract.

1.5 AMENDMENTS TO INVITATION TO BID

- A. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

1.6 PRE-BID MEETING

- A. All potential bidders are strongly encouraged to attend. Oral statements may not be relied upon and will not be binding or legally effective.

1.7 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

- A. Before submitting a bid, the Bidder shall carefully examine each component of the Contract Documents prepared for the Work and any other available supporting data so as to be thoroughly familiar with all the requirements.
- B. The Bidder shall obtain copies of all agencies and associations guidelines and standards cited in the Contract Documents and necessary to perform the Work, including full size reproductions of material provided by Owner, at their own expense.
- C. The Bidder shall make a thorough and reasonable examination of the project site, facility and conditions under which the Work is to be performed, including but not limited to: Building access; resident occupancy; fire lanes; landscaping; obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling, and storage of materials and equipment.

1.8 EXPLANATION TO PROSPECTIVE BIDDERS

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Owner seven (7) calendar days before the bid due date. Oral explanations or instructions given before the award of a contract will not be binding. Questions shall be submitted to:

Nate Kraus
New Kirkland Heights LLLP
600 Andover Park West
Seattle, WA 98188
Email: nathank@kcha.org

<div style="text-align: center;"><h1>INSTRUCTIONS TO BIDDERS</h1><h2>Kirkland Heights Redevelopment – Solar Installation</h2></div>

1.9 WAGE RATES

- A. Payment of wages as specified by trade on the Wage Rate Schedule is required on this project. The Wage Rates Schedule is included in the Bid Documents. Contractor shall pay no less than the rates indicated to all workers, laborers, or mechanics employed in the performance of any part of the Work.
 - 1. Residential rates may be used where available.
 - 2. The Contractor shall submit an Agreement to Pay Specified Wages to the Owner prior to start of Work.

1.10 TAXES

- A. All taxes imposed by law shall be included in the bid amount. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.
- B. Washington State retail sales tax shall be included in the contract price.

1.11 ASSURANCE OF COMPLETION

- A. Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and taxes imposed by law, shall be furnished for the Work, and shall be in a form acceptable to the Owner.

1.12 BID ERROR

- A. In the event Bidder discovers an error in its bid, the Bidder may, under certain conditions and if before the date and time that bids are due, modify, their bid, as detailed below:
 - 1. Prior to Date and Time Bids are Due:
 - a. A Bidder may withdraw its bid at any time prior to the date and time bids are due upon written request.
 - b. After withdrawing an original submitted bid, a Bidder may modify and resubmit its bid at any time prior to the date and time bids are due.
 - 2. After the Date and Time Bids are Due:
 - a. A bidder who submits an erroneous low bid may withdraw the bid. The bid withdrawal is permissible if there was an obvious error in the low bid, and the mistake is readily apparent from the bid itself.
 - b. Notification: Provide to the Owner, within 24 hours of bid opening, written notification of the bidder's intent to withdraw the bid due to error.
 - c. Documentation: Provide to the Owner within 48 hours of bid opening, documentation sufficient in content to justify bid withdrawal to the satisfaction of the Owner. Include description and evidence of the error.
 - d. Approval: the Owner will approve or reject the request for withdrawal in writing.

INSTRUCTIONS TO BIDDERS

Kirkland Heights Redevelopment – Solar Installation

- e. Any low bidder who withdraws its bid is prohibited from bidding on the same project if it is subsequently re-solicited.

1.13 ADDITIVE OR DEDUCTIVE BID ITEMS

- A. The low bid, for purposes of award, shall be the lowest responsive bid from a qualified responsible bidder offering the low aggregate amount for the base bid, plus additive or deductive bid alternates selected by the Owner.

1.14 BID EVALUATION

- A. Responsive Bids: A bid will be considered responsive if it meets the conditions of the solicitation, in addition to but not limited to the following requirements:
 - 1. Bid is received not later than the time and date specified.
 - 2. Bid is submitted in the proper format on the form(s) provided.
 - 3. Bid includes the complete scope of work as defined in bid package.
 - 4. Bid does not include any exclusions or qualifications.
 - 5. Bid includes Unit and Lump Sum Costs as listed in Proposal Form.
 - 6. Forms are complete.
- B. After bid opening, bids will be checked for correctness of bid item prices, extensions and the total bid price. Discrepancies shall be resolved by accepting the bid item prices and the corrected extensions and total bid price.
- C. Responsible Bidders: the Owner will award contracts only to responsible bidders who demonstrate the ability to successfully perform under the terms and conditions as set forth in the Contract Documents and have successfully completed solar installation projects similar in scope and complexity.
 - 1. Bidders must demonstrate relevant experience on similar types of projects and submit detailed information as required on the Bidder Information Form.
- D. The Owner reserves the right to contact references and investigate past performance and qualifications of the Bidder, subcontractor, and project team members, including contacting third parties and/or the references provided by the Bidder.
 - 1. The Owner may contact references for other projects including those the Bidder did not identify and/or provided references.
 - 2. References may be asked to rate the performance of and describe their experience with project team members and subcontractors. Bidder Information may be solicited and evaluated on the following subjects: type and features of work; overall quality of project performance and quality of work; experience and technical knowledge and competence of the Bidder and Project Team Members; ability, capacity and skill to perform the Work; ability to manage submittals, requests for information, prevailing wage filings, and other paperwork; compliance with laws, ordinances, and contract provisions; and other information as deemed necessary.
 - 3. Poor reference(s) may be justification to determine a Bidder is not responsible.

INSTRUCTIONS TO BIDDERS

Kirkland Heights Redevelopment – Solar Installation

- E. At the Owner's request, provide any additional explanation or information, which would assist in evaluating the qualifications of the Bidder, subcontractors, project team members, and bid price.
- F. The Owner will verify information submitted and if the lowest bidder is determined to be “not responsible,” the Owner will issue, in writing, the specific reasons for this determination. The bidder may appeal this decision. The appeal must be in writing and shall be delivered to the Owner within two business days. The appeal may include additional information that was not included in the original bid documents. **New Kirkland Heights LLLP** will make a final determination after the receipt of the appeal. The final determination may not be appealed.

1.15 CONTRACT AWARD

- A. Bonding and Insurance: Contract award will be contingent on ability to secure payment/performance bonding, and Contractor’s ability to meet the Owner insurance requirements as detailed in the Bid Documents.
- B. Must, for the duration of the contract, procure and maintain Builders Risk insurance. This shall be in addition to General Liability, Automobile Liability, and Professional Liability/Errors and Omissions (if applicable) Coverage.
- C. Bonding, insurance and Agreement to Pay Specified Wages shall be submitted to the Owner within 7 days of contract award.
- D. Notice to Proceed will be phased for each building. The general contractor will be renovating existing buildings sequentially along with the new construction and will turn over completed buildings over a 3 year construction schedule. Individual NTP’s will be issued when each building is ready for solar installation to proceed. The entire project is scheduled to be completed not later than the end of 2026.
- E. Right to Reject Bids/Waiver: The Owner reserves the right to reject any or all bids or to waive any informalities or irregularities in the bidding.
- F. Retainage Funds: The Owner will not pay interest to the Contractor for accounts where retainage funds are maintained by the Owner. As part of the procurement by which the Contractor was selected for this work, the Contractor agrees to waive any other options and has made allowances for this waiver.

GENERAL CONDITIONS

Kirkland Heights Redevelopment – Solar Installation New Kirkland Heights LLLP

PART 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

- A. “Application for Payment” means a written request submitted by Contractor to Owner for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or 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. “Authority Having Jurisdiction” or “AHJ” means a federal, state, local, or other regional department, or an individual such as a fire official, labor department, health department, building official, or other individual having statutory authority.
- D. “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.
- E. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner arising from the Contract Documents (including disputes regarding the terms of a Change Order or a request for equitable adjustment), as more fully set forth in Part 8.
- F. “Construction Schedule” means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Part 3.2.
- G. “Contract Award Amount” is the sum of the Base Bid, any accepted Alternates, and Washington State Retail Sales Tax.
- H. “Contract Documents” means the Contract Form, Addenda, Instructions to Bidders, General Conditions, Bid Form and Bidder Information, applicable wage rates, drawings and specifications, hazardous material reports, performance and payment bonds, and all other parts of the bid solicitation.
- I. “Contract Sum” is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including Washington State sales tax and all other taxes imposed by law and properly chargeable to the Work.
- J. “Contract Time” is the number of consecutive Days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- K. “Contracting Officer” means the person delegated the authority by Owner to enter into, and/or terminate this Contract. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer.
- L. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- M. “Day” means calendar day, unless otherwise specified.
- 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.
- P. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents.

GENERAL CONDITIONS

Kirkland Heights Redevelopment – Solar Installation

New Kirkland Heights LLLP

- Q. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in Part 3.5A.
- R. “Furnish” means supply and deliver to Project site, ready for unpacking, assembly, installation, and similar operations.
- S. “Install” means operations at project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- T. “Manager” means the person who is an authorized agent of the Owner to administer the Contract.
- U. “Notice” means a written notice which has been delivered in person 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.
- V. “Notice to Proceed” means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- W. “Owner” means **New Kirkland Heights LLLP** 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.
- X. “Person” means a corporation, partnership, business association of any kind, trust, company, or individual.
- Y. “Prior Occupancy” means Owner’s use of all or parts of the Project before Substantial Completion, as more fully set forth in Part 6.7A.
- Z. “Provide” means furnish and install, complete and ready for the intended use.
- AA. “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.
- BB. “Project Record” means the separate set of Drawings and Specifications as further set forth in Part 4.2A.
- CC. “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.
- DD. “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.
- EE. “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.
- FF. “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.
- GG. “Substantial Completion” means that stage in the progress of the Work where the Owner has full and unrestricted use and benefit of the facilities for the purposes intended [when the construction is sufficiently complete], as more fully set forth in Part 6.6.
- HH. “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.

GENERAL CONDITIONS

Kirkland Heights Redevelopment – Solar Installation New Kirkland Heights LLLP

1.2 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

- A. 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 has carefully reviewed the Contract Documents, had an opportunity to visit and examine the Project site, has become familiar with the local conditions in which the Work is to be performed, and has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, 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 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 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.
- E. All work is to be executed in accordance with the Building Codes, as adopted by the Authority Having Jurisdiction, and other applicable codes and generally accepted industry standards.
- F. 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.

PART 2 - INSURANCE AND BONDS

2.1 INSURANCE REQUIREMENTS FOR BUILDING TRADES CONTRACTORS

- A. Within 7 days from the date of the Notice of Award and prior to commencing Work, Contractor shall obtain, and maintain, for the duration of the Contract and for one year after Final Acceptance, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or Subcontractors. Contractor shall also maintain such insurance coverage during the performance of any corrective Work required by Part 5.15. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor.

2.2 MINIMUM SCOPE OF INSURANCE

- A. Contractors shall maintain coverages no less than:
 - 1. Insurance Services Office Commercial General Liability coverage.
 - 2. Insurance Services Office covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.
 - 4. Builders Risk (Property / Course of Construction) insurance covering for all risks of loss for the completed value of the project.

2.3 MINIMUM LIMITS OF INSURANCE

- A. Contractor shall maintain limits no less than:
 - 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the

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general aggregate limit shall apply separately to this project/location or the general aggregate limit of \$2,000,000.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury/sickness or disease.

2.4 DEDUCTIBLES AND SELF INSURED RETENTION

- A. Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration and defense expenses. **NOTE: If this contract deals with hazardous materials or activities (i.e. lead based paint, asbestos, armed security guards), additional provisions covering those exposures must be included in order to protect the Owner's interests.**

2.5 OTHER INSURANCE PROVISIONS

- A. The policies are to contain, or be endorsed to contain, the following provisions:
 1. The Owner, the Property Manager, its officers, officials, employees, partners, agents and volunteers are to be covered as additional insureds under a "completed operations" type of additional insured endorsement with respect to general liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. The endorsement(s) effectuating the foregoing additional insured coverage shall be ISO form CG 20 10 11 85, or CG 20 10 10 01 issued concurrently with CG 20 37 10 01, or their equivalent as long as it provides additional insured coverage, without limitation, for (1) completed operations; (2) automobile liability arising out of vehicles owned, leased, hired, or borrowed by or on behalf of the Contractor; (3) any insurance written on a claims made basis, shall have a retroactive date that coincides with, or precedes, the commencement of any work under this contract. Evidence of such coverage shall be maintained for a minimum of six (6) years beyond the expiration of the project.
 2. The Owner will not accept Certificates of Insurance alone. Improperly completed endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
 3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, agents, partners, employees, and volunteers. Any insurance or self-insurance maintained or expired by the Owner, its officers, officials, agents, partners, employees, volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Owner's Insurance is Non-Contributory in claims settlement funding.
 4. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to Owner's specific project or site name, contract number, lease number, permit number or construction approval number.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' [ten (10) days for non-payment of premium] prior written notice, by certified mail, return receipt requested, has been given to the Owner.
 6. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

2.6 ACCEPTABILITY OF INSURERS

- A. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. The name of the Insurance Company underwriting the coverage and its address shall be noted on the endorsement form. Contractors must provide written verification of their insurer's rating.

2.7 VERIFICATION OF COVERAGE

- A. Contractor shall furnish the Owner with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before

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work commences in sufficient time to permit contractor to remedy any deficiencies. The Owner reserves the right to require complete, certified copies of all required insurance policies or pertinent parts thereof, including endorsements affecting the coverage, required by these specifications at any time. Contractor shall include in its bid the cost of all insurance and bonds required to complete the base bid work and accepted alternates.

2.8 SUBCONTRACTORS

- A. Subcontractors shall include the Contractor as additional insured under their policies. All coverage for subcontractors shall be subject to all of the requirements stated herein. Contractor shall be responsible for the adequacy of required coverages for subcontractors, and compile related certificates of insurance and endorsements evidencing subcontractors' compliance.

2.9 PAYMENT AND PERFORMANCE BONDS

- A. Payment and performance bonds for 100% of the Contract Award Amount shall be furnished for the Work, using the Payment Bond and Performance Bond form AIA – form A312. Change order increases of cumulative 15% increments require revisions to the bond to match the new Contract Sum.

PART 3 - TIME AND SCHEDULE

3.1 PROGRESS AND COMPLETION

- A. Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.2 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within seven Days after issuance of the Notice to Proceed, submit a preliminary Construction Schedule. The Construction 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 Construction Schedule: Unless otherwise provided in Division 1, the Construction Schedule shall be in the form of a bar chart or critical path method analysis, as specified by Owner. The preliminary Construction Schedule may be general, showing the major portions of the Work, with a more detailed Construction Schedule submitted as directed by Owner.
- C. Owner comments on Construction Schedule: Owner shall return comments on the preliminary Construction Schedule to Contractor within 7 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 the progress payments until a Construction Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Construction Schedule: Contractor shall utilize and comply with the Construction Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Construction Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Construction Schedule for reasons other than acts of Force Majeure as identified in Part 3.5, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Construction Schedule, or revise the Construction Schedule to reconcile with the actual progress of the Work.

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- 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 Construction 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.

3.3 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 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 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 Section 7.

3.4 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.

3.5 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 conditions which could not have been reasonably anticipated; and
 - 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 Part 7.2A. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.

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- 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 Parts 7.2 and 7.2A.
- 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 7.2A, 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.

3.6 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 sub-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 Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.7 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, liquidated damages of \$250.00 per Day unless other amount indicated here or in Division 1] will be assessed.
- 2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth above 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 any 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.
- 4. If different completion dates are specified in the contract for separate parts or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed.

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 administrative, financial, and other related costs attributable to the Project from the date when Substantial Completion should have been achieved to the date Final Completion is actually achieved. The amount of these costs may be retained by Owner and deducted from any payment due Contractor.

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PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.1 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 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 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.

4.2 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, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of 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 A/E before Final Acceptance: Contractor shall submit the completed and finalized Project Record to Owner prior to Final Acceptance.

4.3 SHOP DRAWINGS

- A. Definition of Shop Drawings: “Shop Drawings” means documents and other information required to be submitted to Owner 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

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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 A/E: 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 A/E review. Owner 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 has approved or taken other appropriate action. Owner 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 or 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 or 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 Documents: 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 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 4 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to Owner for approval 4 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner and 1 set shall be returned to Contractor.

4.4 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.

PART 5 - PERFORMANCE

5.1 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 Superintendent 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

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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 and permit drawings.

5.2 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. Prior to Final Acceptance, the approved, 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.

5.3 PREVAILING WAGES

- A. Contractor to pay Wages specified in the Wage Rates Schedule: Contractor shall pay the specified rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with the requirements of the Owner.
- B. Agreement to Pay Specified Wages: Before commencing the Work Contractor shall submit to the Owner an Agreement to Pay Specified Wages.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding wage rates shall be referred to the Owner.
- E. Certified Payrolls: Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.4 HOURS OF LABOR

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they 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 hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.

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5.5 NONDISCRIMINATION

A. During performance of the Work:

1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, the presence of any physical, sensory, or mental disability, sexual orientation, Vietnam-era veteran status, disabled veteran status or political affiliation, nor commit any unfair practices as defined in RCW 49.60.
2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, of any physical, sensory, or mental disability, sexual orientation, Vietnam-era veteran status, disabled veteran status, or political affiliation.
3. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders in regard to Equal Employment Opportunity including but not limited to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the rules, regulations, and orders of the Secretary of Labor. The Contractor shall include the terms of this Clause in every subcontract so that such term shall be binding on each Subcontractor.
4. Non-Discrimination R.C.W. 49.60: These special requirements establish minimum requirements for affirmative action and are intended to define and implement the basic discrimination provisions of these specifications. Failure to comply with these requirements may constitute grounds for application of contract default.

5.6 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. For these purposes, the Contractor shall:

1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (Uniform Building, Electrical, Mechanical, Fire, and Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner to prescribe safety conditions relating to employees, public, or agents of the Contractors.

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- 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 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: 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:
 - 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, or 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 on the Project site.
 - 2. Contractor notifications of spills, failures, inspections, 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; 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 responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

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- 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 or 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.

5.7 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 Final Acceptance, and shall repair or replace without cost to Owner any damage or loss that may occur.

5.8 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: “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 12-inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall engage a locate service for all underground facilities or utilities and provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities. Contractor shall pay all fees for locator services and pay for all damages caused by excavation.

5.9 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

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event later than 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.

5.10 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.

5.11 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 bench marks 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.

5.12 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 Owner, 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, this work, in whatever stage of completion, may be rejected by Owner.
- D. Owner will be using Renewable Energy Tax Credits to help finance the Work. Owner desires to maximize the Tax Credits, including, when feasible, the Domestic Content Bonus Credits. When feasible, Contractor will work with Owner to meet the requirements needed to achieve the Domestic Content Bonus Credit as outlined in Section 48(a)(3)(B) of the Internal Revenue Code. Guidance on the Domestic Content Bonus Credit is included with these Bid Documents.

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5.13 AVAILABILITY AND USE OF UTILITY SERVICES

- A. 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.
- B. 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.

5.14 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor 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 inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor 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.

5.15 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

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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 year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Part 6.7, 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 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 year from the date of repair or replacement. Obligations under this paragraph 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 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.

5.16 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.

5.17 ACCESS TO WORK

- A. Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

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5.18 OTHER CONTRACTS

- A. Owner may award other contracts; Contractor to cooperate: 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.

5.19 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph 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 paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets 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. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 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. 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. Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph 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 Part 9.1 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.

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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.

5.20 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.

5.21 INDEMNIFICATION

- A. The Contractor hereby agrees to indemnify, defend, and hold harmless the Owner, its successors and assigns, directors, officers, officials, employees, agents, partners and volunteers (all foregoing singly and collectively "Indemnitees") from and against any and all claims, losses, harm, costs, liabilities, damages and expenses, including, but not limited to, reasonable attorney's fees, arising or resulting from the performance of the services, or the acts or omissions of the Contractor its successors, and assigns, employees, subcontractors or anyone acting on the contractor's behalf in connection with the Contract Documents or its performance thereof.
- B. Provided, however, that the Contractor will not be required to indemnify, defend, or save harmless the indemnitee as provided in the preceding paragraphs of this section if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the indemnitee. Where such claims, suites, or actions result from the concurrent negligence of (a) the Indemnatee or the Indemnatee's agents or employees and (b) the Contractor or the Contractor's agents or employees, the indemnity provisions provided in the proceeding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees..
- C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance act, RCW Title 51. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.
- D. The Contractor hereby agrees to require all its Subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of the Contract Documents to execute an indemnity clause identical to the preceding clauses, specifically naming the Indemnitees as indemnitee, and failure to do so shall constitute a material breach of the Contract Documents by the Contractor.

PART 6 - PAYMENTS AND COMPLETION

6.1 CONTRACT SUM

- A. Taxes: The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including retail sales tax. The contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

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6.2 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 breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner (“Schedule of Values”). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.3 APPLICATION FOR PAYMENT

- A. 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. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage, 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 Part 1.2, are true and correct, to the best of Contractor’s knowledge, as of the date of the Application for Payment.
- C. 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. Each Application for Payment shall be consistent with previous applications and payments.
- D. 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 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.

6.4 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents,

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including consent of surety to release of the retainage. The Owner will not pay interest to the Contractor for accounts where retainage funds are maintained by the Owner. The Contractor agrees to waive any other options and has made allowances for this waiver. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

- 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. Waivers of Lien: With each Application for Payment, submit conditional waivers lien from every entity who is lawfully entitled to file a lien arising out of the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- E. Final Payment Application: Submit final Application for Payment with releases and close out supporting documentation.
- F. Approved payments shall be mailed to the Contractor within 30 days.

6.5 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 5.15;
 - 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.

6.6 SUBSTANTIAL COMPLETION

- A. Substantial Completion defined: Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities 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.

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6.7 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 paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor’s one 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.

6.8 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by a final inspection of the Work by Owner following receipt of (1) written notice from the Contractor that the Work is ready for final inspection and (2) a final Application for Payment. When the Owner finds the Work acceptable and fully performed under the Contract Documents and the Contractor has delivered to the Owner all warranties, permits, and operations manuals, the Owner will issue a Notice of Final Completion. In no case shall Final Completion constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. 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 bonds, or constitute a waiver of any claims by Owner arising from Contractor’s failure to perform the Work in accordance with the Contract Documents.
- C. 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, set forth in Part 8.

PART 7 - CHANGES

7.1 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 7.2 or 7.2A, 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 7 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

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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 7.2 and 7.3, 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 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 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 work
- 2. An agreed upon maximum not-to-exceed amount
- 3. Any estimated change to the Contract Time
- 4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
- 5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

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.

7.2 CHANGE IN THE CONTRACT SUM

- A. Change Order Pricing - Fixed Price: When the fixed price or time and materials 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. 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 with documentation in a form approved by Owner.
 - 2. Any request for adjustment of Contract Sum shall include only the following items:
 - a. Craft labor costs for Contractors and Subcontractors.
 - 1) Basic wages and benefits: Hourly rates and benefits according to the Wage Rates Schedule.

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- 2) Direct supervision shall not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - 3) Worker's Insurance. Direct contributions to the State for industrial insurance, medical aid, and supplemental pension by the class and rates established by L&I.
 - 4) Federal Insurance. Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - 5) Safety and small tools: 4% of the sum of the amounts calculated in (1), (2), and (3) above.
 - b. Material Costs: Material costs shall be developed from actual known costs, supplier quotations or standard industry pricing guides and shall consider all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.
 - c. Equipment Costs: Itemization of the type of equipment and the estimated or actual length of time the equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Date Quest 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 50% of the applicable rate.
 - d. Allowance for Overhead: This allowance shall compensate Contractor for all noncraft 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. This allowance shall be strictly limited in all cases an amount not to exceed the following:
 - 1) For Contractor, for any Work actually performed by Contractor's own forces, 16% of the cost.
 - 2) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the cost.
 - 3) For Contractor, for any Work performed by its Subcontractor(s), 6% of the amount due each Subcontractor.
 - 4) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 5% of the amount due the sub-Subcontractor.
 - e. Allowance for Profit:
 - 1) For Contractor or Subcontractor of any tier for work performed by their forces, 5% of the cost developed in accordance with subsections a, b & c above.
 - 2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 5% of the Subcontractor cost.
 - f. Insurance or Bond Premium: The costs of any change or additional premium of Contractor's liability insurance and public works bond arising directly from the changed Work. The costs of any change in insurance or bond premium shall be added after overhead and profit are calculated.
 - g. Washington State sales tax as applicable.
- B. Change Order Pricing - Unit Prices
1. Work on a unit-price basis as stated in the Specifications and at the price submitted in the Bid Form or as subsequently modified.
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond, insurance costs and retail sales tax; and
 - b. Quantities must be supported by field measurement verified by Owner.

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7.3 CHANGE IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall immediately notify Owner, and shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, Contractor shall request for an equitable adjustment in the Contract Time in writing within 24-hours of the occurrence.

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.1 CLAIMS PROCEDURE

- 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 Part 7.1, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Part 7.2 or the Contract Time as provided in Part 7.3, 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 30 Days from Owner's final offer made in accordance with Part 7.1E, 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 which gave rise to the Claim;
 - 3. Owner and A/E employees 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, that 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 Part 7.2; 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. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor with a decision within 30 Days from the date the Claim is received.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner 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 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 Part 8.2.

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- 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 timely made in accordance with the requirements of this Section.

8.2 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with Part 8.1D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 - 1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 - 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: 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.
- D. 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.
- E. 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.

8.3 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;

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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

9.1 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 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 Part 5.20; and

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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 Part 9.2B, 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 Part 9.1A exist, then such termination shall be deemed a termination for convenience pursuant to Part 9.2.

9.2 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon 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 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
- 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 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.

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PART 10 - MISCELLANEOUS PROVISIONS

10.1 GOVERNING LAW

- A. Applicable law and 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 county in which Owner's principal place of business is located, unless otherwise specified.

10.2 SUCCESSORS AND ASSIGNS

- A. Bound to successors; Assignment of Contract: 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, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. 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.

10.3 MEANING OF WORDS

- A. Meaning of words used in Specifications: 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.

10.4 RIGHTS AND REMEDIES

- A. No waiver of rights: 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. Waiver of any provision of the Contract Documents shall not be construed to be a modification of the such provisions, unless the Contract Documents are modified pursuant to the Clause entitled "Contract Modifications" herein.
- B. If any provision of the Contract Documents is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

10.5 TIME COMPUTATIONS

- A. Computing time: 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. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.6 RECORDS RETENTION AND REPORTING

- A. Record keeping: The Contractor and all Subcontractors shall maintain accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of the Contract Documents and other such records as may be deemed necessary by the Owner

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to ensure proper accounting for all funds contributed by the Owner to the performance of the Contract Documents and compliance with this Contract.

- B. Six year records retention period: Contractor and its Subcontractors shall maintain these records for a period of not less than 6 years after the date of Final Acceptance.

10.7 THIRD-PARTY AGREEMENTS

- A. No third party relationships created: 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. Contractor is an independent contractor with respect to the Work. Nothing in the Contract Documents shall be considered to create a relationship of employer and employee between the parties hereto. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits accorded Owner employees by virtue of the services provided. The Owner shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor, or any employees of the Contractor.

10.8 ANTITRUST ASSIGNMENT

- A. Contractor assigns overcharge amounts to Owner: 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.

10.9 AUDITS AND INSPECTIONS

- A. The records and documents with respect to all matters covered by the Contract Documents shall be subject at all times to inspection, review or audit by the Owner or any other government agency so authorized by law during the performance of the Work. The Owner shall have the right to an annual audit of the Contractor's financial statement and condition.

10.10 ORGANIZATION CONFLICTS OF INTEREST

- A. The Contractor warrants that, to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under the Contract Documents and the Contractor's organizational, financial, contractual or other interests are such that:
 - 1. Award of the Work may result in an unfair competitive advantage; or
 - 2. The Contractor's objectivity in performing the Work may be impaired.
- B. The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to performance of the Work, it shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Owner may, however, terminate the Work if it deems the action to be in the best interest of the Owner.
- C. In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the Contracting Officer, the Owner may terminate the Work for cause.

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- D. The provisions of this Section 10.11 shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the services provided by the Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

10.11 INTERESTS OF MEMBERS OF CONGRESS

- A. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the Contract Documents or to any benefit to arise therefrom, but this provision shall not be construed to extend to the Contract Documents if made with a corporation for its general benefit.

10.12 HEADINGS AND CAPTIONS

- A. Headings for convenience only: All headings and captions used in these General Conditions 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 General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

Part III – Administrative, Procedural, and Miscellaneous

Domestic Content Bonus Credit Guidance under Sections 45, 45Y, 48, and 48E

Notice 2023-38

SECTION 1. PURPOSE

The Department of the Treasury (Treasury Department) and the Internal Revenue Service (IRS) intend to propose regulations (forthcoming proposed regulations) addressing the application of the rules that taxpayers must satisfy to qualify for the domestic content bonus credit amounts under §§ 45, 45Y, 48, and 48E of the Internal Revenue Code (Code).¹ Public Law 117-169, 136 Stat. 1818 (August 16, 2022), commonly known as the Inflation Reduction Act of 2022 (IRA), amends §§ 45 and 48 to provide a domestic content bonus credit amount for certain qualified facilities or energy projects placed in service after December 31, 2022, and adds new §§ 45Y and 48E, which include a domestic content bonus credit amount for certain investments in qualified facilities or energy storage technologies placed in service after December

¹ Unless otherwise specified, all “section” or “§” references are to sections of the Code or the Income Tax Regulations (26 CFR part 1).

31, 2024.² This notice describes certain rules that the Treasury Department and the IRS intend to include in the forthcoming proposed regulations regarding the domestic content bonus credit requirements and related recordkeeping and certification requirements. This notice also describes a safe harbor regarding the classification of certain components in representative types of qualified facilities, energy projects, or energy storage technologies. The Treasury Department and the IRS intend to propose that the forthcoming proposed regulations will apply to taxable years ending after May 12, 2023. Taxpayers may rely on the rules described in sections 3 through 6 of this notice for the domestic content bonus credit requirements for any qualified facility, energy project, or energy storage technology the construction of which begins before the date that is 90 days after the date of publication of the forthcoming proposed regulations in the *Federal Register*.

SECTION 2. BACKGROUND

.01 Domestic Content Bonus Credit Amounts. For purposes of this notice, an “Applicable Project” refers to: (i) a qualified facility under §§ 45 or 45Y; (ii) an energy project under § 48, which may include qualified property for which a valid irrevocable election under § 48(a)(5) has been made to treat such qualified property as energy property under § 48; or (iii) a qualified investment with respect to a qualified facility or energy storage technology under § 48E.

Domestic content bonus credit amounts are available under §§ 45(b)(9), 45Y(g)(11), 48(a)(12), and 48E(a)(3)(B) to increase the amount of a credit determined

² See § 13101(g) of the IRA for the domestic content bonus credit under § 45(b)(9), § 13701(a) of the IRA for the domestic content bonus credit under § 45Y(g)(11), § 13102(l) of the IRA for the domestic content bonus credit under § 48(a)(12), and § 13702(a) of the IRA for the domestic content bonus credit under § 48E(a)(3)(B).

under § 45 (§ 45 credit), § 45Y (§ 45Y credit), § 48 (§ 48 credit), and § 48E (§ 48E credit), respectively, for a taxpayer whose Applicable Project satisfies the domestic content requirement set forth in § 45(b)(9)(B)(i) (incorporated by cross-reference in § 48(a)(12), which is incorporated by cross-reference in § 48E(a)(3)(B)) and in § 45Y(g)(11)(B)(i) (Domestic Content Requirement). A taxpayer establishes that the Domestic Content Requirement is satisfied with respect to an Applicable Project by certifying to the Secretary of the Treasury or her delegate (Secretary) (at such time, and in such form and manner, as the Secretary may prescribe) that “any steel, iron, or manufactured product which is a component of [the Applicable Project] (upon completion of construction) was produced in the United States (as determined under section [sic] 661 of title 49, Code of Federal Regulations).” See §§ 45(b)(9)(B)(i) and 45Y(g)(11)(B)(i). Sections 661.1 through 661.21 of title 49 of the Code of Federal Regulations, which are known as the Buy America Requirements, that are administered by the Federal Transit Administration (FTA), Department of Transportation.

Section 45(b)(9)(A) provides that in the case of any § 45 qualified facility, the amount of the § 45 credit (determined after application of § 45(b)(1) through (8)) is increased by 10 percent (not 10 percentage points) if the Domestic Content Requirement is satisfied. Similarly, for any § 45Y qualified facility placed in service after December 31, 2024, § 45Y(g)(11)(A) provides that the amount of the § 45Y credit (determined without application of § 45(g)(7)) is increased by 10 percent (not 10 percentage points) if the Domestic Content Requirement is satisfied.

Section 48(a)(12)(C) provides a domestic content bonus credit amount for a § 48 energy project by increasing the “energy percentage” provided in § 48(a)(2), which is

used to determine the amount of the § 48 credit, by 10 percentage points if (1) the Domestic Content Requirement is satisfied and (2) any one of the following requirements is satisfied (and by 2 percentage points if the Domestic Content Requirement is satisfied and none of the following requirements are satisfied): (i) the energy project has a maximum net output of less than 1 megawatt of electrical (as measured in alternating current) or thermal energy; (ii) construction of the energy project began before January 29, 2023;³ or (iii) the energy project satisfies the prevailing wage and apprenticeship requirements in §§ 48(a)(10)(A) and (11).

If the Domestic Content Requirement is satisfied for any § 48E qualified investment with respect to a qualified facility or energy storage technology placed in service after December 31, 2024, § 48E(a)(3)(B) provides that rules similar to the rules of § 48(a)(12) apply for determining whether the domestic content bonus credit amount increases the “applicable percentage” provided in § 48E(a)(2) by 10 percentage points or 2 percentage points.

Sections 45(b)(12) and 48(a)(16) authorize the Secretary to issue such regulations or other guidance as the Secretary determines necessary to carry out the purposes of §§ 45(b) and 48(a) (and therefore the domestic content bonus credit rules in §§ 45(b)(9), 48(a)(12), and 48E(a)(3)(B) (by cross-reference to § 48(a)(12)), including regulations or other guidance that provide requirements for recordkeeping or information reporting for purposes of administering the requirements of §§ 45(b) and 48(a). Similarly, § 45Y(f) authorizes the Secretary to issue guidance regarding the

³ January 29, 2023 is the date 60 days after the November 30, 2022, publication date of Notice 2022-61, 2022-52 I.R.B. 560 (87 F.R. 73580 as corrected in 87 F.R. 75141), which provides initial guidance regarding the prevailing wage and apprenticeship requirements in § 48(a)(10)(A) and (11) and other sections of the Code.

implementation of § 45Y (and therefore § 45Y(g)(11)), including the determination of the amount of § 45Y credits.

.02 Steel, Iron, or Manufactured Products. In general, the Domestic Content Requirement applies to any steel, iron, or Manufactured Product (as defined in section 3.01(2)(c) of this notice) that is a component of an Applicable Project. Sections 45(b)(9)(B)(ii) and 45Y(g)(11)(B)(ii) provide that the Domestic Content Requirement for steel or iron applies in a manner consistent with section 661.5 of title 49, Code of Federal Regulations.

Sections 45(b)(9)(B)(iii) and 45Y(g)(11)(B)(iii) provide that “manufactured products which are components of a qualified facility upon completion of construction shall be deemed to have been produced in the United States if not less than the adjusted percentage . . . of the total costs of all such manufactured products of such facility are attributable to manufactured products (including components) which are mined, produced, or manufactured in the United States” (Adjusted Percentage Rule).

Section 45(b)(9)(C) provides that, for purposes of § 45(b)(9)(B)(iii), the adjusted percentage is 40 percent, or 20 percent in the case of a qualified facility that is an offshore wind facility. Under § 45Y(g)(11)(C) the adjusted percentage increases from 40 percent for qualified facilities the construction of which begins before 2025 to 55 percent for qualified facilities the construction of which begins after 2026, and from 20 percent for a qualified facility that is an offshore wind facility the construction of which begins before 2025 to 55 percent in the case of a qualified facility that is an offshore wind facility the construction of which begins after 2027.

As provided in section 2.01 of this notice, § 48(a)(12)(B) provides that rules

similar to the rules of § 45(b)(9)(B) apply for purposes of determining the domestic content bonus credit amount under § 48. Similarly, § 48E(a)(3)(B) provides that rules similar to the rules of § 48(a)(12) apply for purposes of determining the domestic content bonus credit amount under § 48E.

SECTION 3. GUIDANCE WITH RESPECT TO THE DOMESTIC CONTENT REQUIREMENT

.01 Domestic Content Requirement.

(1) In general. An Applicable Project is eligible for a domestic content bonus credit amount if the Applicable Project satisfies the Domestic Content Requirement and the taxpayer timely submits to the IRS the certification described in section 5 of this notice. An Applicable Project satisfies the Domestic Content Requirement if the Steel or Iron Requirement described in section 3.02 of this notice and the Manufactured Products Requirement described in section 3.03 of this notice are satisfied.

(2) Definitions. The following definitions apply for purposes of the Domestic Content Requirement.

(a) Applicable Project Component. “Applicable Project Component” means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an Applicable Project. An Applicable Project Component may qualify as steel, iron, or a Manufactured Product.

(b) Manufactured. “Manufactured” means produced as a result of the manufacturing process.

(c) Manufactured Product. “Manufactured Product” means an item produced as a result of the manufacturing process.

(d) Manufactured Product Component. “Manufactured Product Component”

means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an Applicable Project Component that is a Manufactured Product.

(e) Manufacturing Process. “Manufacturing process” means the application of processes to alter the form or function of materials or of elements of a product in a manner adding value and transforming those materials or elements so that they represent a new item functionally different from that which would result from mere assembly of the elements or materials.

(f) Mined. “Mined” means derived from the extraction of ores or minerals from the ground or from the waste or residue of prior mining.

(g) Produced. “Produced,” with respect to a Manufactured Product Component, has the same meaning as the term “manufactured” as defined in section 3.01(2)(b) of this notice.

(h) United States. “United States” means the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

.02 Steel or Iron Requirement.

The Domestic Content Requirement with respect to steel or iron (Steel or Iron Requirement) applies in a manner consistent with 49 CFR § 661.5(b) and (c). See §§ 45(b)(9)(B)(ii) and 45Y(g)(11)(B)(ii). The Steel or Iron Requirement is met if, consistent with 49 CFR § 661.5(b) and (c), all manufacturing processes with respect to any steel or iron items that are Applicable Project Components take place in the United States, except metallurgical processes involving refinement of steel additives. The

Steel or Iron Requirement applies to Applicable Project Components that are construction materials made primarily of steel or iron and are structural in function. The Steel or Iron Requirement does not apply to steel or iron used in Manufactured Product Components or subcomponents of Manufactured Product Components. For example, items such as nuts, bolts, screws, washers, cabinets, covers, shelves, clamps, fittings, sleeves, adapters, tie wire, spacers, door hinges, and similar items that are made primarily of steel or iron but are not structural in function are not subject to the Steel or Iron Requirement.

.03 Manufactured Products Requirement.

(1) In General. The Domestic Content Requirement with respect to Manufactured Products (Manufactured Products Requirement) applies in a manner consistent with 49 CFR § 661.5(d). See §§ 45(b)(9)(B)(i) and 45Y(g)(11)(B)(i). The Manufactured Products Requirement is met if all Applicable Project Components that are Manufactured Products are produced in the United States or are deemed to be produced in the United States. All Applicable Project Components that are Manufactured Products are deemed to be produced in the United States if the Adjusted Percentage Rule described in section 3.03(2) of this notice is satisfied.

A Manufactured Product is considered to be produced in the United States (U.S. Manufactured Product) if: (1) all of the manufacturing processes for the Manufactured Product take place in the United States; and (2) all of the Manufactured Product Components of the Manufactured Product are of U.S. origin. A Manufactured Product Component is considered to be of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. See 49 CFR § 661.5(d). This notice

refers to a Manufactured Product that is not a U.S. Manufactured Product as a “Non-U.S. Manufactured Product.”

(2) Adjusted Percentage Rule

(a) In general. For purposes of the Adjusted Percentage Rule, the percentage produced by dividing the Domestic Manufactured Products and Components Cost (as described in section 3.03(2)(b) of this notice) by the Total Manufactured Products Cost (as described in section 3.03(2)(c) of this notice) is the “Domestic Cost Percentage” calculated for an Applicable Project. If the Domestic Cost Percentage for an Applicable Project equals or exceeds the adjusted percentage that applies to the Applicable Project, then the Applicable Project satisfies the Adjusted Percentage Rule.

(b) Domestic Manufactured Products and Components Cost. The Domestic Manufactured Products and Components Cost is the sum of the costs of an Applicable Project’s (1) U.S. Manufactured Products that are Applicable Project Components and (2) Manufactured Product Components of Non-U.S. Manufactured Products that are Applicable Project Components if the Manufactured Product Components are mined, produced, or manufactured in the United States (U.S. Component). Consistent with 49 CFR § 661.5(d), a Manufactured Product Component that is manufactured is a U.S. Component if it is manufactured or produced in the United States, regardless of the origin of its subcomponents. A Manufactured Product Component that is not manufactured is a U.S. Component if it is mined in the United States.

For purposes of determining the Domestic Manufactured Products and Components Cost for an Applicable Project, the cost of a U.S. Manufactured Product or U.S. Component includes only direct costs as defined in § 1.263A-1(e)(2)(i), that is,

direct materials and direct labor costs, that are paid or incurred within the meaning of § 461 by the U.S. Manufactured Product's manufacturer to produce the U.S.

Manufactured Product or by the Non-U.S. Manufactured Product's manufacturer to produce or acquire the U.S. Component. The Domestic Manufactured Products and Components Cost does not include the direct materials or direct labor costs that are paid or incurred within the meaning of § 461 by the Non-U.S. Manufactured Product's manufacturer to produce the Non-U.S. Manufactured Product. Direct costs, including direct labor costs, of incorporating the Applicable Project Components into the Applicable Project are not counted in the Domestic Manufactured Products and Components Cost.

For purposes of this notice, the manufacturer of a U.S. Manufactured Product or a Non-U.S. Manufactured Product is the person that performed the manufacturing process that produced the U.S. Manufactured Product or the Non-U.S. Manufactured Product. The rules under § 263A that are used to determine whether a taxpayer is engaged in production or resale activities for purposes of § 263A do not apply for purposes of this notice.

(c) Total Manufactured Products Cost. The Total Manufactured Products Cost for an Applicable Project is the sum of the costs of each Applicable Project Component that is a Manufactured Product. For purposes of determining the Total Manufactured Products Cost for an Applicable Project, the cost of an Applicable Project Component that is a Manufactured Product includes only direct costs as defined in § 1.263A-1(e)(2)(i) that are paid or incurred within the meaning of § 461 by the manufacturer of the Manufactured Product to produce the Manufactured Product. For purposes of this

notice, the manufacturer of a U.S. Manufactured Product or a Non-U.S. Manufactured Product is the person that performed the manufacturing process that produced the U.S. Manufactured Product or the Non-U.S. Manufactured Product. The rules under § 263A that are used to determine whether a taxpayer is engaged in production or resale activities for purposes of § 263A do not apply for purposes of this notice.

(d) Adjusted Percentage Rule Example.

Taxpayer purchases Applicable Project A from Contractor under an engineering, procurement, and construction contract and places Applicable Project A in service. Applicable Project A has two Applicable Project Components that are Manufactured Products.

Contractor performed the manufacturing process that produced Applicable Project A's first manufactured product (Manufactured Product 1). Manufactured Product 1 is manufactured in the United States and has two Manufactured Product Components (Components 1A and 1B) that are manufactured in the United States. Manufactured Product 1 is a U.S. Manufactured Product because it and both of its Manufactured Product Components are produced in the United States.

Supplier performed the manufacturing process that produced Applicable Project A's second manufactured product (Manufactured Product 2). Contractor purchased Manufactured Product 2 from Supplier. Manufactured Product 2 is manufactured in the United States and has three Manufactured Product Components. Manufactured Product 2's first Manufactured Product Component (Component 2A) is manufactured in the United States, its second Manufactured Product Component (Component 2B) is manufactured in the United States, and its third Manufactured Product Component (Component 2C) is manufactured outside of the United States. Manufactured Product 2 is a Non-U.S. Manufactured Product because Component 2C is manufactured outside of the United States. Components 2A and 2B are U.S. Components because they are manufactured in the United States.

All costs shown in the table below are the direct costs (as defined in § 1.263A-1(e)(2)(i)) of producing the Manufactured Product or producing or acquiring the Manufactured Product Component that were paid or incurred within the meaning of § 461 by the manufacturer of the Manufactured Product. Contractor is the manufacturer of Manufactured Product 1, and Supplier is the manufacturer of Manufactured Product 2.

Table 1 – Direct Costs of Manufactured Products 1 and 2

Asset	Cost
Manufactured Product 1	\$100
Component 1A	30
Component 1B	45
Manufactured Product 2	\$200
Component 2A	30
Component 2B	50
Component 2C	100

Applicable Project A's Domestic Manufactured Products and Components Cost consists of the cost of Manufactured Product 1 (\$100), Component 2A (\$30), and Component 2B (\$50) for a total of \$180. Applicable Project A's Total Manufactured Products Cost consists of the cost of Manufactured Product 1 (\$100) and Manufactured Product 2 (\$200) for a total of \$300. Applicable Project A's Domestic Cost Percentage is 60% (\$180 divided by \$300). Applicable Project A satisfies the Adjusted Percentage Rule because its Domestic Cost Percentage of 60% exceeds the adjusted percentage. Thus, Manufactured Products 1 and 2 are both deemed to have been produced in the United States under the Adjusted Percentage Rule.

.04 Safe Harbor for Classifications of Certain Applicable Project Components. The Treasury Department and the IRS identified certain Applicable Project Components that may be found in utility-scale photovoltaic systems, land-based wind facilities, offshore wind facilities, and battery energy storage technologies. The FTA provided assistance in evaluating the classification of the identified Applicable Project Components. The categorization of each item described in Table 2 of this notice as subject to either the Steel or Iron Requirement or Manufactured Product Requirement is based on the FTA's analysis and will be accepted by the IRS for those Applicable Project Components and Manufactured Product Components. In conducting this analysis, which involves energy technologies that the FTA would not ordinarily analyze under its regulations with respect to public transportation projects, the FTA has relied on the expert technical assistance of the Department of Energy (DOE), particularly with respect to the function of

Applicable Project Components identified by the Treasury Department and the IRS, the manufacturing processes involved in producing them, and the identification of certain Manufactured Product Components of specified Manufactured Products. The technologies analyzed are different from public transportation, and the IRA includes specific rules on domestic content (such as a minimum required percentage for manufactured products) that are different from those in the FTA's Buy America statute and regulations. Thus, conclusions about how the items described in Table 2 are classified under the IRA do not constitute precedent for future the FTA implementation of its Buy America requirements to federally funded public transportation projects.

The Applicable Project Components described in Table 2 of this notice may not be an exhaustive set of all Applicable Project Components for those types of Applicable Projects. The Applicable Projects and Applicable Project Components described in Table 2 must meet the statutory requirements for the relevant credit under §§ 45, 45Y, 48, or 48E to be eligible for such credit and a domestic content bonus credit amount.

Table 2 – Categorization of Applicable Project Components

Applicable Project	Applicable Project Component	Categorization
Utility-scale photovoltaic system	Steel photovoltaic module racking	Steel/Iron
	Pile or ground screw	Steel/Iron
	Steel or iron rebar in foundation (e.g., concrete pad)	Steel/Iron
	Photovoltaic tracker	Manufactured Product
	Photovoltaic module (which includes the following Manufactured Product Components, if applicable: photovoltaic cells, mounting frame or backrail, glass, encapsulant, backsheet, junction box (including pigtails and connectors), edge seals, pottants, adhesives, bus ribbons, and bypass diodes)	Manufactured Product
	Inverter	Manufactured Product
Land-based wind facility	Tower	Steel/Iron
	Steel or iron rebar in foundation (e.g., spread footing)	Steel/Iron
	Wind turbine (which includes the following Manufactured Product Components, if applicable: the nacelle, blades, rotor hub, and power converter)	Manufactured Product
	Wind tower flanges	Manufactured Product
Offshore wind facility	Tower	Steel/Iron
	Jacket foundation	Steel/Iron
	Wind tower flanges	Manufactured Product
	Wind turbine (which includes the following Manufactured Product Components, if applicable: the nacelle, blades, rotor hub, and power converter)	Manufactured Product
	Transition piece	Manufactured Product
	Monopile	Manufactured Product
	Inter-array cable	Manufactured Product
	Offshore substation	Manufactured Product
	Export cable	Manufactured Product

Battery energy storage technology	Steel or iron rebar in foundation (e.g., concrete pad)	Steel/Iron
	Battery pack (which includes the following Manufactured Product Components, if applicable: cells, packaging, thermal management system, and battery management system)	Manufactured Product
	Battery container/housing	Manufactured Product
	Inverter	Manufactured Product

SECTION 4. RETROFITTED PROJECTS

.01 In General. An Applicable Project may qualify as originally placed in service even though it contains some used property, provided the fair market value of the used property is not more than 20 percent of the Applicable Project's total value calculated by adding the cost of the new property to the value of the used property (80/20 Rule). See Rev. Rul. 94-31, 1994-1 C.B. 16; Notice 2008-60, 2008-2 C.B. 178. The cost of new property includes all costs properly included in the depreciable basis of the new property. See Notice 2017-4, 2017-3 I.R.B. 541.

.02 Application to the Domestic Content Requirement. An Applicable Project that is placed in service after December 31, 2022, and meets the 80/20 Rule is eligible for a domestic content bonus credit amount if the new property in the Applicable Project meets the Domestic Content Requirement and the taxpayer complies with the requirements described in this notice.

SECTION 5. CERTIFICATION REQUIREMENTS

.01 Certification Statement.

(1) In General. Sections 45(b)(9)(B)(i), 45Y(g)(11)(B)(i), 48(a)(12)(B), and 48E(a)(3)(B) authorize the Secretary to prescribe the time, form, and manner for

certifying compliance with the Domestic Content Requirement.

(2) Certification Procedures.

(a) A taxpayer must submit to the IRS a statement certifying for each Applicable Project for which the taxpayer is reporting a domestic content bonus credit amount under §§ 45, 45Y, 48, or 48E that any steel or iron items subject to the Steel or Iron Requirement or Manufactured Product that is a component of the Applicable Project upon completion of construction was produced in the United States (Domestic Content Certification Statement).

(b) The Domestic Content Certification Statement must be attached to Form 8835, *Renewable Electricity Product Credit*; Form 3468, *Investment Credit*; or other applicable form for reporting domestic content bonus credit amounts under §§ 45, 45Y, 48, or 48E filed with the taxpayer's annual return submitted to the IRS for the first taxable year in which the taxpayer reports a domestic content bonus credit amount for such Applicable Project. For each taxable year after the first taxable year in which a taxpayer initially reports a domestic content bonus credit amount under §§ 45 or 45Y for an Applicable Project, a taxpayer must attach a copy of the Domestic Content Certification Statement that was initially submitted to the IRS with the annual return for the first taxable year.

(c) The Domestic Content Certification Statement must also include the following information for each Applicable Project:

(i) Whether the Applicable Project is a qualified facility, energy project, or energy storage technology;

- (ii) The specific type of Applicable Project (for example, Utility-Scale Photovoltaic System or Battery Energy Storage Technology);
- (iii) The geographic coordinates of an Applicable Project and the address of the Applicable Project, if applicable;
- (iv) The date the Applicable Project was placed in service;
- (v) The total domestic content bonus credit amount determined under §§ 45(b)(9), 45Y(g)(11), 48(a)(12), or 48E(a)(3)(B) with respect to the Applicable Project in the first taxable year in which the taxpayer reports a domestic content bonus credit amount for such Applicable Project; and
- (vi) Any additional information with respect to the Applicable Project that is required by the applicable forms and instructions for reporting domestic content bonus credit amounts determined under §§ 45, 45Y, 48, or 48E.
- (vii) The Domestic Content Certification Statement must be signed by a person with legal authority to bind the taxpayer and contain the following statement: “Under penalties of perjury I declare that I have examined the information contained in this Domestic Content Certification Statement and to the best of my knowledge and belief, it is true, correct, and complete.”

.02 Timing of Certification. A taxpayer must certify that an Applicable Project meets the Domestic Content Requirement as of the date the Applicable Project is placed in service. The date an Applicable Project is considered placed in service for purposes of this notice is the date on which such property is placed in a condition or state of readiness and availability for a specifically assigned function, whether in a trade or business or in the production of income.

SECTION 6. SUBSTANTIATION

A taxpayer reporting a domestic content bonus credit amount for meeting the Domestic Content Requirement must meet the general recordkeeping requirements under § 6001 in order to substantiate that the Domestic Content Requirement has been met. Section 6001 provides that every person liable for any tax imposed by the Code, or for the collection thereof, must keep such records as the Secretary may from time to time prescribe. Section 1.6001-1(a) provides that any person subject to income tax must keep such permanent books of account or records as are sufficient to establish the amount of gross income, deductions, credits, or other matters required to be shown by such person in any return of such tax. Section 1.6001-1(e) provides that the books and records required by § 1.6001-1 must be retained so long as the contents thereof may become material in the administration of any internal revenue law. See also §§ 45(b)(12), 48(a)(16), 48E(a)(3)(B) (by cross-reference to § 48(a)(12)), and 45Y(f).

SECTION 7. PAPERWORK REDUCTION ACT

Any collection burden associated with this notice is accounted for in Office of Management and Budget (OMB) control numbers 1545-0123 and 1545-0047. The collections of information associated with the IRA-related changes to Form 3468 and Form 8835 were approved, and will continue to be approved, under OMB control numbers 1545-0123 and 1545-0047. This notice does not alter any previously approved information collection requirements and does not create new collection requirements not already approved by OMB.

SECTION 8. DRAFTING INFORMATION

The principal author of this notice is the Office of Associate Chief Counsel

(Passthroughs & Special Industries). However, other personnel from the Treasury Department and the IRS participated in its development. For further information regarding this notice, call the energy security guidance contact number at (202) 317-5254 (not a toll-free call).

BID FORM

PROJECT NAME: Kirkland Heights Redevelopment – Solar Installation
PROJECT LOCATION: Kirkland Heights Apartments
13310 NE 133rd Street, Kirkland WA 98034

Solar Photovoltaic (PV) Systems

Contract Number: TC2300331

BID FORM

The undersigned, Legal Name of Bidder: _____

on this date: _____, 2023, having familiarized him/herself with the contract documents, site conditions, and has field verified all measurements contained in the project manual as prepared by the Owner, hereby proposes to furnish labor, materials and necessary equipment – all including, but not limited to, demolition, disposal, new installation and the required applicable taxes and fees to complete the work for the following bid amounts:

BASE BID _____ (\$ _____)
(Including sales tax indicated in Instructions to Bidders)

ADDENDA _____
Acknowledge receipt of any addenda by inserting the number(s) above

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids. The undersigned hereby agrees that this proposal shall be a valid and firm offer for a period of Sixty (60) calendar days from the date of Bid Opening.

Bidder agrees that Work will be substantially complete and ready for final payment in accordance with the Contract Documents on or before the date, within the number of calendar days indicated.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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 Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Signature of Bidder

Print Your Name

Submitted on _____ day of _____ 2023

City

State

BIDDER INFORMATION

BIDDER INFORMATION

Name of Bidder (Company): _____

Address: _____

Contact Name: _____

Phone Number: _____ Email Address: _____

Business Type: General Contractor () Other () (Please specify): _____

Bidder is a(n): ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Incorporated in the state of _____

List business names & associated UBI # used by Bidder during the past 5 years if different than above:

Bidder has been in business continuously from: _____
Month, Year

Business License #: _____ Federal ID #: _____

Current UBI #: _____ Dept. of L&I Worker's Comp. Acct. #: _____

Bidder has experience in work "Similar in Scope and Complexity" comparable to that required for this Project:

As a prime contractor for _____ years. As a subcontractor for _____ years.

OWNER(S) OF COMPANY (List all owners):	OWNER'S SOCIAL SECURITY NUMBER (only required if sole proprietorship):

No. of regular full-time employees other than owner(s): _____

Indicate clearly the kind of work your company will actually perform in this project:

Approximate % of work your company will actually perform:

List the supervisory personnel to be employed by the Bidder and available for, and intended to, work on this project:

<u>Name</u>	<u>Title</u>	<u>How Long With Bidder</u>
_____	_____	_____
_____	_____	_____

BIDDER INFORMATION

SUBCONTRACTORS

Do you intend to use Subcontractor(s) in this project? Yes ☐ No ☐ See Instructions to Bidders, Part 1.3, C

Subcontractors Name	Subcontractor's UBI#	Phone Number	Trade	Years in Business
1.			HVAC	
2.			PLUMBING	
3.			ELECTRICAL	
4.				
5.				
6.				
7.				
8.				

BIDDER'S EXPERIENCE

Projects successfully supervised and completed by your company for work of similar scope and value as specified in bid documents in the last 5 years. Attach additional pages as necessary.

Name of Project	Completion Date	Duration (Months)	Nature of Work	Amount of Contract
1.				
2.				
3.				
4.				
5.				

Owner's Name (of project listed above)	Project Address	Contact Person	Phone Number
1.			
2.			
3.			
4.			
5.			

Has Bidder ever been found guilty of violating any State or Federal employment laws? ☐ No ☐ Yes
If yes, give details & attach additional pages as necessary:

BIDDER INFORMATION

Has Bidder ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws?
☐ No ☐ Yes. If yes, give details & attach additional pages as necessary:

Has any lien, claim and/or adverse legal action related to construction been rendered against Bidder in the past five years? (i.e., open claims, lawsuits, warrants, judgements including but not limited to those that would show on the L&I website) ☐ No ☐ Yes. If yes, give details & attach additional pages as necessary:

Has Bidder or any of its employees filed any claims with Washington State Worker's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 5 years? ☐ No ☐ Yes.
If yes, please state:

<u>Date</u>	<u>Type of Injury</u>	<u>Agency Receiving Claim</u>
_____	_____	_____
_____	_____	_____

Bidders current Experience Modification Rate (EMR): _____

(If Bidder is self-insured, attach proof of EMR stated, showing complete worksheet calculations)

The bidder hereby certifies that the information contained in this Bidder's Information is accurate, complete and current.

BY: _____ NAME: _____
(signature) (print)

TITLE: _____ DATE: _____

Wage Rate Schedule - Journey Level

Apprentice rates will be provided upon request.
Holiday and Overtime will be provided upon request.

Trade	Job Classification	Wage
Asbestos Abatement Workers	Journey Level	\$56.80
Boilermakers	Journey Level	\$74.29
Brick Mason	Journey Level	\$66.32
Brick Mason	Pointer-Caulker-Cleaner	\$66.32
Building Service Employees	Janitor	\$28.23
Building Service Employees	Traveling Waxer/Shampooer	\$28.68
Building Service Employees	Window Cleaner (Non-Scaffold)	\$32.18
Building Service Employees	Window Cleaner (Scaffold)	\$33.18
Cabinet Makers (In Shop)	Journey Level	\$22.74
Carpenters	Acoustical Worker	\$71.53
Carpenters	Bridge, Dock And Wharf Carpenters	\$71.53
Carpenters	Floor Layer & Floor Finisher	\$71.53
Carpenters	Journey Level	\$71.53
Carpenters	Scaffold Erector	\$71.53
Cement Masons	Application of all Composition Mastic	\$70.09
Cement Masons	Application of all Epoxy Material	\$69.59
Cement Masons	Application of all Plastic Material	\$70.09
Cement Masons	Application of Sealing Compound	\$69.59
Cement Masons	Application of Underlayment	\$70.09
Cement Masons	Building General	\$69.59
Cement Masons	Composition or Kalman Floors	\$70.09
Cement Masons	Concrete Paving	\$69.59
Cement Masons	Curb & Gutter Machine	\$70.09
Cement Masons	Curb & Gutter, Sidewalks	\$69.59
Cement Masons	Curing Concrete	\$69.59
Cement Masons	Finish Colored Concrete	\$70.09
Cement Masons	Floor Grinding	\$70.09
Cement Masons	Floor Grinding/Polisher	\$69.59
Cement Masons	Green Concrete Saw, self-powered	\$70.09
Cement Masons	Grouting of all Plates	\$69.59
Cement Masons	Grouting of all Tilt-up Panels	\$69.59
Cement Masons	Guniting Nozzleman	\$70.09
Cement Masons	Hand Powered Grinder	\$70.09
Cement Masons	Journey Level	\$69.59
Cement Masons	Patching Concrete	\$69.59
Cement Masons	Pneumatic Power Tools	\$70.09
Cement Masons	Power Chipping & Brushing	\$70.09
Cement Masons	Sand Blasting Architectural Finish	\$70.09
Cement Masons	Screed & Rodding Machine	\$70.09
Cement Masons	Spackling or Skim Coat Concrete	\$69.59
Cement Masons	Troweling Machine Operator	\$70.09
Cement Masons	Troweling Machine Operator on Colored Slabs	\$70.09
Cement Masons	Tunnel Workers	\$70.09
Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$126.05
Divers & Tenders	Dive Supervisor/Master	\$89.94
Divers & Tenders	Diver	\$126.05
Divers & Tenders	Diver On Standby	\$84.94
Divers & Tenders	Diver Tender	\$77.16
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$89.09
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$94.09
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$107.09
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$103.09
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$105.59
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$110.59
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$112.59
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$114.59
Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$116.59
Divers & Tenders	Manifold Operator	\$77.16
Divers & Tenders	Manifold Operator Mixed Gas	\$82.16
Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$77.16
Divers & Tenders	Remote Operated Vehicle Tender	\$71.98
Dredge Workers	Assistant Engineer	\$76.56
Dredge Workers	Assistant Mate (Deckhand)	\$75.97
Dredge Workers	Boatmen	\$76.56
Dredge Workers	Engineer Welder	\$78.03
Dredge Workers	Leverman, Hydraulic	\$79.59
Dredge Workers	Mates	\$76.56
Dredge Workers	Oiler	\$75.97
Drywall Applicator	Journey Level	\$71.53
Drywall Tapers	Journey Level	\$70.61
Electrical Fixture Maintenance Workers	Journey Level	\$37.19
Electricians - Inside	Cable Splicer	\$102.90
Electricians - Inside	Cable Splicer (tunnel)	\$110.61
Electricians - Inside	Certified Welder	\$99.38
Electricians - Inside	Certified Welder (tunnel)	\$106.75
Electricians - Inside	Construction Stock Person	\$49.28
Electricians - Inside	Journey Level	\$95.88
Electricians - Inside	Journey Level (tunnel)	\$102.90
Electricians - Motor Shop	Journey Level	\$48.68
Electricians - Powerline Construction	Cable Splicer	\$93.00
Electricians - Powerline Construction	Certified Line Welder	\$85.42
Electricians - Powerline Construction	Groundperson	\$55.27

Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42
Electricians - Powerline Construction	Journey Level Lineperson	\$85.42
Electricians - Powerline Construction	Line Equipment Operator	\$73.35
Electricians - Powerline Construction	Meter Installer	\$55.27
Electricians - Powerline Construction	Pole Sprayer	\$85.42
Electricians - Powerline Construction	Powderperson	\$63.50
Electronic Technicians	Journey Level	\$62.13
Elevator Constructors	Mechanic	\$107.49
Elevator Constructors	Mechanic In Charge	\$116.13
Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34
Fence Erectors	Fence Erector	\$48.14
Fence Erectors	Fence Laborer	\$48.14
Flaggers	Journey Level	\$48.14
Glaziers	Journey Level	\$75.91
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$84.84
Heating Equipment Mechanics	Journey Level	\$94.11
Hod Carriers & Mason Tenders	Journey Level	\$59.85
Industrial Power Vacuum Cleaner	Journey Level	\$15.74
Inland Boatmen	Boat Operator	\$61.41
Inland Boatmen	Cook	\$56.48
Inland Boatmen	Deckhand	\$57.48
Inland Boatmen	Deckhand Engineer	\$58.81
Inland Boatmen	Launch Operator	\$58.89
Inland Boatmen	Mate	\$57.31
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45
Insulation Applicators	Journey Level	\$71.53
Ironworkers	Journeyman	\$83.79
Laborers	Air, Gas Or Electric Vibrating Screed	\$56.80
Laborers	Airtrac Drill Operator	\$58.56
Laborers	Ballast Regular Machine	\$56.80
Laborers	Batch Weighman	\$48.14
Laborers	Brick Pavers	\$56.80
Laborers	Brush Cutter	\$56.80
Laborers	Brush Hog Feeder	\$56.80
Laborers	Burner	\$56.80
Laborers	Caisson Worker	\$58.56
Laborers	Carpenter Tender	\$56.80
Laborers	Cement Dumper-paving	\$57.84
Laborers	Cement Finisher Tender	\$56.80
Laborers	Change House Or Dry Shack	\$56.80
Laborers	Chipping Gun (30 Lbs. And Over)	\$57.84
Laborers	Chipping Gun (Under 30 Lbs.)	\$56.80
Laborers	Choker Setter	\$56.80
Laborers	Chuck Tender	\$56.80
Laborers	Clary Power Spreader	\$57.84
Laborers	Clean-up Laborer	\$56.80
Laborers	Concrete Dumper/Chute Operator	\$57.84
Laborers	Concrete Form Stripper	\$56.80
Laborers	Concrete Placement Crew	\$57.84
Laborers	Concrete Saw Operator/Core Driller	\$57.84
Laborers	Crusher Feeder	\$48.14
Laborers	Curing Laborer	\$56.80
Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$56.80
Laborers	Ditch Digger	\$56.80
Laborers	Diver	\$58.56
Laborers	Drill Operator (Hydraulic, Diamond)	\$57.84
Laborers	Dry Stack Walls	\$56.80
Laborers	Dump Person	\$56.80
Laborers	Epoxy Technician	\$56.80
Laborers	Erosion Control Worker	\$56.80
Laborers	Faller & Bucker Chain Saw	\$57.84
Laborers	Fine Graders	\$56.80
Laborers	Firewatch	\$48.14
Laborers	Form Setter	\$57.84
Laborers	Gabian Basket Builders	\$56.80
Laborers	General Laborer	\$56.80
Laborers	Grade Checker & Transit Person	\$59.85
Laborers	Grinders	\$56.80
Laborers	Grout Machine Tender	\$56.80
Laborers	Groutmen (Pressure) Including Post Tension Beams	\$57.84
Laborers	Guardrail Erector	\$56.80
Laborers	Hazardous Waste Worker (Level A)	\$58.56
Laborers	Hazardous Waste Worker (Level B)	\$57.84
Laborers	Hazardous Waste Worker (Level C)	\$56.80
Laborers	High Scaler	\$58.56
Laborers	Jackhammer	\$57.84
Laborers	Laserbeam Operator	\$57.84
Laborers	Maintenance Person	\$56.80
Laborers	Manhole Builder-Mudman	\$57.84
Laborers	Material Yard Person	\$56.80
Laborers	Mold Abatement Worker	\$56.80
Laborers	Motorman-Dinky Locomotive	\$59.95
Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on c	\$59.85

Laborers	Pavement Breaker	\$57.84
Laborers	Pilot Car	\$48.14
Laborers	Pipe Layer (Lead)	\$59.85
Laborers	Pipe Layer/Tailor	\$57.84
Laborers	Pipe Pot Tender	\$57.84
Laborers	Pipe Reliner	\$57.84
Laborers	Pipe Wrapper	\$57.84
Laborers	Pot Tender	\$56.80
Laborers	Powderman	\$58.56
Laborers	Powderman's Helper	\$56.80
Laborers	Power Jacks	\$57.84
Laborers	Railroad Spike Puller - Power	\$57.84
Laborers	Raker - Asphalt	\$59.85
Laborers	Re-timberman	\$58.56
Laborers	Remote Equipment Operator	\$57.84
Laborers	Rigger/Signal Person	\$57.84
Laborers	Rip Rap Person	\$56.80
Laborers	Rivet Buster	\$57.84
Laborers	Rodder	\$57.84
Laborers	Scaffold Erector	\$56.80
Laborers	Scale Person	\$56.80
Laborers	Sloper (Over 20)"	\$57.84
Laborers	Sloper Sprayer	\$56.80
Laborers	Spreader (Concrete)	\$57.84
Laborers	Stake Hopper	\$56.80
Laborers	Stock Piler	\$56.80
Laborers	Swinging Stage/Boatswain Chair	\$48.14
Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$57.84
Laborers	Tamper (Multiple & Self-propelled)	\$57.84
Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$57.84
Laborers	Toolroom Person (at Jobsite)	\$56.80
Laborers	Topper	\$56.80
Laborers	Track Laborer	\$56.80
Laborers	Track Liner (Power)	\$57.84
Laborers	Traffic Control Laborer	\$51.48
Laborers	Traffic Control Supervisor	\$54.55
Laborers	Truck Spotter	\$56.80
Laborers	Tugger Operator	\$57.84
Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$158.87
Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$163.90
Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$167.58
Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$173.28
Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$175.40
Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$180.50
Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$182.40
Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$184.40
Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$186.40
Laborers	Tunnel Work-Guage and Lock Tender	\$59.95
Laborers	Tunnel Work-Miner	\$59.95
Laborers	Vibrator	\$57.84
Laborers	Vinyl Seamer	\$56.80
Laborers	Watchman	\$43.76
Laborers	Welder	\$57.84
Laborers	Well Point Laborer	\$57.84
Laborers	Window Washer/Cleaner	\$43.76
Laborers - Underground Sewer & Water	General Laborer & Topman	\$56.80
Laborers - Underground Sewer & Water	Pipe Layer	\$57.84
Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$43.76
Landscape Construction	Landscape Operator	\$78.80
Landscape Maintenance	Groundskeeper	\$17.87
Lathers	Journey Level	\$71.53
Marble Setters	Journey Level	\$66.32
Metal Fabrication (In Shop)	Fitter/Certified Welder	\$42.17
Metal Fabrication (In Shop)	General Laborer	\$30.07
Metal Fabrication (In Shop)	Mechanic	\$43.63
Metal Fabrication (In Shop)	Welder/Burner	\$39.28
Millwright	Journey Level	\$73.08
Modular Buildings	Cabinet Assembly	\$15.74
Modular Buildings	Electrician	\$15.74
Modular Buildings	Equipment Maintenance	\$15.74
Modular Buildings	Plumber	\$15.74
Modular Buildings	Production Worker	\$15.74
Modular Buildings	Tool Maintenance	\$15.74
Modular Buildings	Utility Person	\$15.74
Modular Buildings	Welder	\$15.74
Painters	Journey Level	\$49.46
Pile Driver	Crew Tender	\$77.16
Pile Driver	Journey Level	\$71.98
Plasterers	Journey Level	\$67.49
Plasterers	Nozzleman	\$71.49
Playground & Park Equipment Installers	Journey Level	\$15.74
Plumbers & Pipefitters	Journey Level	\$96.69
Power Equipment Operators	Asphalt Plant Operators	\$80.12
Power Equipment Operators	Assistant Engineer	\$75.35
Power Equipment Operators	Barrier Machine (zipper)	\$79.41
Power Equipment Operators	Batch Plant Operator: concrete	\$79.41
Power Equipment Operators	Boat Operator	\$80.33

Power Equipment Operators	Bobcat	\$75.35
Power Equipment Operators	Brokk - Remote Demolition Equipment	\$75.35
Power Equipment Operators	Brooms	\$75.35
Power Equipment Operators	Bump Cutter	\$79.41
Power Equipment Operators	Cableways	\$80.12
Power Equipment Operators	Chipper	\$79.41
Power Equipment Operators	Compressor	\$75.35
Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$75.35
Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12
Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41
Power Equipment Operators	Conveyors	\$78.80
Power Equipment Operators	Cranes Friction: 200 tons and over	\$82.76
Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$75.55
Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12
Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$79.62
Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97
Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76
Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.33
Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$81.97
Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$79.00
Power Equipment Operators	Crusher	\$79.41
Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$79.41
Power Equipment Operators	Derricks, On Building Work	\$80.12
Power Equipment Operators	Dozers D-9 & Under	\$78.80
Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.80
Power Equipment Operators	Drilling Machine	\$80.92
Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$75.35
Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.41
Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$78.80
Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$75.35
Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.41
Power Equipment Operators	Gradechecker/Stakeman	\$75.35
Power Equipment Operators	Guardrail Punch	\$79.41
Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.12
Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.41
Power Equipment Operators	Horizontal/Directional Drill Locator	\$78.80
Power Equipment Operators	Horizontal/Directional Drill Operator	\$79.41
Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$79.00
Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$75.55
Power Equipment Operators	Leverman	\$81.75
Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.12
Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$79.41
Power Equipment Operators	Loaders, Plant Feed	\$79.41
Power Equipment Operators	Loaders: Elevating Type Belt	\$78.80
Power Equipment Operators	Locomotives, All	\$79.41
Power Equipment Operators	Material Transfer Device	\$79.41
Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.92
Power Equipment Operators	Motor Patrol Graders	\$80.12
Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12
Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35
Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80
Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62
Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$81.12
Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$80.33
Power Equipment Operators	Pavement Breaker	\$75.35
Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$79.41
Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$78.80
Power Equipment Operators	Posthole Digger, Mechanical	\$75.35
Power Equipment Operators	Power Plant	\$75.35
Power Equipment Operators	Pumps - Water	\$75.35
Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$80.12
Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41
Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12
Power Equipment Operators	Rigger and Bellman	\$75.55
Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$79.00
Power Equipment Operators	Rollagon	\$80.12
Power Equipment Operators	Roller, Other Than Plant Mix	\$75.35
Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$78.80
Power Equipment Operators	Roto-mill, Roto-grinder	\$79.41
Power Equipment Operators	Saws - Concrete	\$78.80
Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$79.41
Power Equipment Operators	Scrapers - Concrete & Carry All	\$78.80
Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$80.12
Power Equipment Operators	Service Engineers: Equipment	\$78.80
Power Equipment Operators	Shotcrete/Gunite Equipment	\$75.35
Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80
Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12
Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.41
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.92
Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.75
Power Equipment Operators	Slipform Pavers	\$80.12
Power Equipment Operators	Spreader, Topsider & Screedman	\$80.12
Power Equipment Operators	Subgrader Trimmer	\$79.41
Power Equipment Operators	Tower Bucket Elevators	\$78.80
Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$81.97
Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$81.12

Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$82.76
Power Equipment Operators	Transporters, All Track Or Truck Type	\$80.12
Power Equipment Operators	Trenching Machines	\$78.80
Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$79.62
Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$79.00
Power Equipment Operators	Truck Mount Portable Conveyor	\$79.41
Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.41
Power Equipment Operators	Welder	\$80.12
Power Equipment Operators	Wheel Tractors, Farmall Type	\$75.35
Power Equipment Operators	Yo Yo Pay Dozer	\$79.41
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$80.12
Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$75.35
Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$79.41
Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$79.41
Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$80.33
Power Equipment Operators- Underground Sewer & Water	Bobcat	\$75.35
Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$75.35
Power Equipment Operators- Underground Sewer & Water	Brooms	\$75.35
Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$79.41
Power Equipment Operators- Underground Sewer & Water	Cableways	\$80.12
Power Equipment Operators- Underground Sewer & Water	Chipper	\$79.41
Power Equipment Operators- Underground Sewer & Water	Compressor	\$75.35
Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$75.35
Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$78.80
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$80.12
Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.41
Power Equipment Operators- Underground Sewer & Water	Conveyors	\$78.80
Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$82.76
Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$75.55
Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$81.12
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.62
Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$79.62
Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$81.97
Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$82.76
Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$80.33
Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$81.97
Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$79.00
Power Equipment Operators- Underground Sewer & Water	Crusher	\$79.41
Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$79.41
Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$80.12
Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$78.80
Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$78.80
Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$80.92
Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$75.35
Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.41
Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$78.80
Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$75.35
Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$79.41
Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$75.35
Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$79.41
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.12
Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.41
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$78.80
Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$79.41
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$75.55
Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$79.00
Power Equipment Operators- Underground Sewer & Water	Leverman	\$81.75
Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.12
Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$79.41
Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$79.41
Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$78.80
Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$79.41
Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$79.41
Power Equipment Operators- Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$80.92
Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders	\$80.12
Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.12
Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.35
Power Equipment Operators- Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$78.80
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$79.62
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$81.12
Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$80.33
Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$75.35
Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$79.41
Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$78.80
Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$75.35
Power Equipment Operators- Underground Sewer & Water	Power Plant	\$75.35
Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$75.35
Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$80.12
Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$79.41
Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.12
Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$75.55
Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$79.00
Power Equipment Operators- Underground Sewer & Water	Rollagon	\$80.12
Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$75.35
Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$78.80
Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$79.41
Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$78.80

Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$79.41
Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$78.80
Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$80.12
Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$75.35
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$78.80
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.12
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.41
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$80.92
Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.75
Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$80.12
Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$80.12
Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$79.41
Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$78.80
Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$81.97
Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$81.12
Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$82.76
Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$80.12
Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$78.80
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.62
Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$79.62
Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$79.00
Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$79.41
Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.41
Power Equipment Operators- Underground Sewer & Water	Welder	\$80.12
Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$75.35
Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$79.41
Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22
Power Line Clearance Tree Trimmers	Spray Person	\$54.32
Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22
Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99
Refrigeration & Air Conditioning Mechanics	Journey Level	\$92.51
Residential Brick Mason	Journey Level	\$66.32
Residential Carpenters	Journey Level	\$36.44
Residential Cement Masons	Journey Level	\$46.64
Residential Drywall Applicators	Journey Level	\$71.53
Residential Drywall Tapers	Journey Level	\$36.36
Residential Electricians	Journey Level	\$48.80
Residential Glaziers	Journey Level	\$28.93
Residential Insulation Applicators	Journey Level	\$28.18
Residential Laborers	Journey Level	\$29.73
Residential Marble Setters	Journey Level	\$27.38
Residential Painters	Journey Level	\$23.47
Residential Plumbers & Pipefitters	Journey Level	\$96.69
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$92.51
Residential Sheet Metal Workers	Journey Level	\$94.11
Residential Soft Floor Layers	Journey Level	\$55.76
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$58.26
Residential Stone Masons	Journey Level	\$66.32
Residential Terrazzo Workers	Journey Level	\$60.36
Residential Terrazzo/Tile Finishers	Journey Level	\$24.39
Residential Tile Setters	Journey Level	\$21.04
Roofers	Journey Level	\$60.95
Roofers	Using Irritable Bituminous Materials	\$63.95
Sheet Metal Workers	Journey Level (Field or Shop)	\$94.11
Shipbuilding & Ship Repair	New Construction Boilermaker	\$50.35
Shipbuilding & Ship Repair	New Construction Carpenter	\$50.95
Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83
Shipbuilding & Ship Repair	New Construction Electrician	\$50.42
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$84.84
Shipbuilding & Ship Repair	New Construction Laborer	\$50.95
Shipbuilding & Ship Repair	New Construction Machinist	\$50.95
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83
Shipbuilding & Ship Repair	New Construction Painter	\$50.95
Shipbuilding & Ship Repair	New Construction Pipefitter	\$50.95
Shipbuilding & Ship Repair	New Construction Rigger	\$50.35
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$50.35
Shipbuilding & Ship Repair	New Construction Shipwright	\$50.95
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$50.35
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$50.35
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$50.95
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06
Shipbuilding & Ship Repair	Ship Repair Electrician	\$50.42
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$84.84
Shipbuilding & Ship Repair	Ship Repair Laborer	\$50.95
Shipbuilding & Ship Repair	Ship Repair Machinist	\$50.95
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06
Shipbuilding & Ship Repair	Ship Repair Painter	\$50.95
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$50.95
Shipbuilding & Ship Repair	Ship Repair Rigger	\$50.35
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$50.35
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$50.95
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06
Sign Makers & Installers (Electrical)	Journey Level	\$55.78
Sign Makers & Installers (Non-Electrical)	Journey Level	\$35.73
Soft Floor Layers	Journey Level	\$62.39

Solar Controls For Windows	Journey Level	\$15.74
Sprinkler Fitters (Fire Protection)	Journey Level	\$92.49
Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74
Stone Masons	Journey Level	\$66.32
Street And Parking Lot Sweeper Workers	Journey Level	\$19.09
Surveyors	Assistant Construction Site Surveyor	\$79.00
Surveyors	Chainman	\$75.55
Surveyors	Construction Site Surveyor	\$80.33
Surveyors	Drone Operator (when used in conjunction with survey work only)	\$75.55
Surveyors	Ground Penetrating Radar Operator	\$75.55
Telecommunication Technicians	Journey Level	\$62.13
Telephone Line Construction - Outside	Cable Splicer	\$39.15
Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.29
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.72
Telephone Line Construction - Outside	Telephone Lineperson	\$37.00
Terrazzo Workers	Journey Level	\$60.36
Tile Setters	Journey Level	\$60.36
Tile, Marble & Terrazzo Finishers	Finisher	\$51.19
Traffic Control Stripers	Journey Level	\$51.90
Truck Drivers	Asphalt Mix Over 16 Yards	\$72.45
Truck Drivers	Asphalt Mix To 16 Yards	\$71.61
Truck Drivers	Dump Truck	\$71.61
Truck Drivers	Dump Truck & Trailer	\$72.45
Truck Drivers	Other Trucks	\$72.45
Truck Drivers - Ready Mix	Transit Mix	\$72.45
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71
Well Drillers & Irrigation Pump Installers	Oiler	\$15.74
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00

New Kirkland Heights LLLP
600 Andover Park West
Seattle, WA 98188

Agreement to Pay Specified Wages

Contractor certifies that all workers, laborers, or mechanics employed in the performance of any part of the Work shall be paid the specified wages in accordance with the requirements of the Owner and the Wage Rate Schedule.
Form must be filed with the Owner prior to commencement of Work.

Company Details

Company Name:	
Address:	
Contractor Registration No.	
WA UBI Number	
Phone Number	
Industrial Insurance Account ID	
Email Address	
Filed By	

Prime Contractor

Company Name	
Contractor Registration No.	
WA UBI Number	
Phone Number	

Project Information

Contract Number	TC2300331
Project Name	Kirkland Heights Redevelopment - Solar Installation
Contract Amount	
Project Site Address	13310 NE 133rd St. Kirkland, WA 98034

Intent Details

Expected project start date: (MM-DD-YYYY)	
Does your company intend to hire ANY subcontractors?	
Will your company have employees perform work on this project?	
Do you intend to use any apprentices? (Apprentices are considered employees.)	

Journey Level Wages

County	Trade	Wage	Fringe	# Workers

Apprentice Level Wages

Step	Trade	Wage %	Wage	Fringe	# Workers

Signature: _____

Print
Name: _____

Date: _____

New Kirkland Heights LLLP
600 Andover Park West
Seattle, WA 98188

Affidavit of Wages Paid

Contractor certifies that all workers, laborers, or mechanics employed in the performance of any part of the Work have been paid the specified wages in accordance with the requirements of the Owner and the Wage Rate Schedule.
Form must be filed with the Owner prior to Final Acceptance.

Company Details

Company Name:	
Address:	
Contractor Registration No.	
WA UBI Number	
Phone Number	
Industrial Insurance Account ID	
Email Address	
Filed By	

Project Information

Contract Number	TC2300331
Project Name	Kirkland Heights Redevelopment - Solar Installation
Project Site Address	13310 NE 133rd St. Kirkland, WA 98034
Prime Contractor Name	
Prime Contractor Registration No.	
Prime Contractor Phone Number	
Dollar Amount of Your Contract:	
Job Start Date: MM-DD-YYYY	
Date Work Completed: MM-DD-YYYY	

Project Completion

Did your company hire any subcontractors?	
Did your company have employees perform work on this project?	
Did you use any apprentices on this job? (Apprentices are considered employees.)	

Project Subcontractors

Company Name	Primary Contact	Phone	UBI

Journey Level Wages

County	Trade	Wage	Fringe	# of Workers

Apprentice Level Wages

County	Trade	Wage %	Wage	Fringe	# of Workers

Signature: _____

Print Name: _____

Date: _____

CONTRACT FORM

This Contract is entered into by and between the New Kirkland Heights LLLP, hereinafter referred to as the "Owner" whose principal office is located at 600 Andover Park West, Seattle, WA 98188 and [Name of Contractor], referred to as the "Contractor", whose principal office is located at [Contractor's Address].

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1.1 Contract Documents

A. The provisions set forth in the Contract Documents are hereby incorporated into and made part of the Contract. Contractor acknowledges receipt and review of all Contract Documents applicable to performance of the work. The Contract shall consist of the following component parts:

1. This Instrument
2. Invitation to Bid
3. Specifications Including PV Design
4. Electrical site Plan
5. Instructions to Bidders
6. General Conditions, Including Notice 2023-38
7. Bid form & Bidder Information
8. Wage Rate Schedule
9. Agreement to Pay Specified Wages
10. Affidavit of Wages Paid
11. Insurance
12. Performance and Payment Bond

1.2 Scope of Services to be Performed by the Contractor: The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete the work in accordance with the Contract Documents for:

Project: Kirkland Heights Redevelopment - Solar Installation

Contract No.: TC2300331

1.3 Compensation:

Base Bid - \$[\$\$\$]

[##]% Washington State Retail Sales Tax - \$[\$\$\$]

The total amount of the Contract shall be [Total Base Bid] dollars and [Total Base Bid] cents (\$[\$\$\$]) subject to additions and deductions provided therein.

1.4 Duration of Contract: The Contractor shall commence work after receipt of Notice to Proceed, follow the schedule specified in the contract documents, and all work must be completed within one thousand and eighty-five (1,085) consecutive calendar days, as indicated in the Specifications, from the date of the Notice to Proceed unless sooner terminated pursuant to the General Conditions. Upon expiration of the original Contract term, the Contract, at the Owner's sole discretion, may be extended for a period determined by the Owner.

1.5 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. If Completion of the Work does not occur within the Contract Time, the Contractor agrees that Liquidated Damages in the amounts stated in the Bid Documents will be assessed for each calendar day that the Contractor exceeds the time for completion.

The individuals signing this Contract warrant and represent for themselves and for their respective organizations that they are duly authorized to sign this Contract and that upon such signing their respective organizations are bound thereby.

DATED this _____ day of _____, 2023

Contractor

Owner

President/Owner

Robin Wells
Executive Director , KCHA
Its General Partner

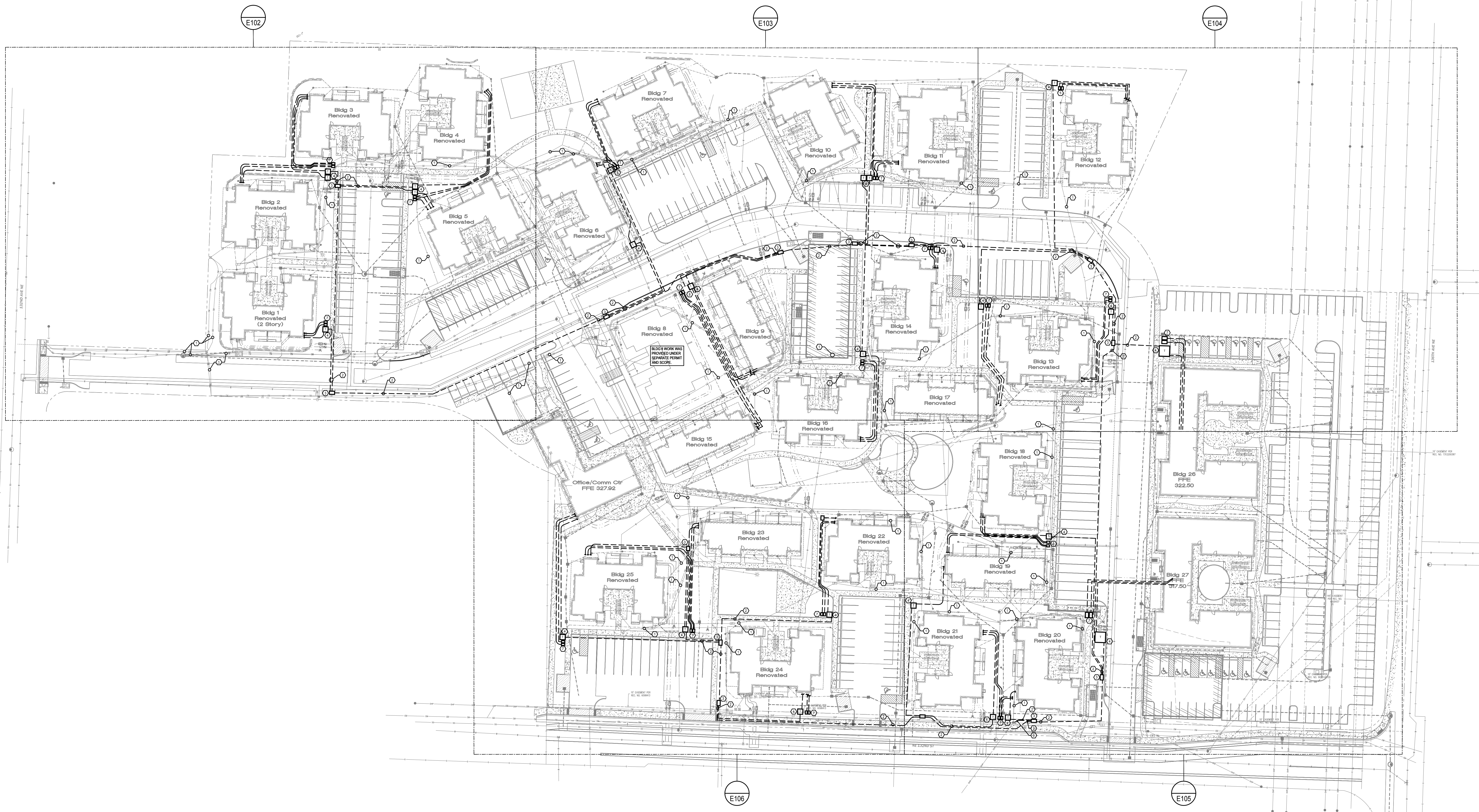
CERTIFICATE OF INSURANCE										DATE(MM/DD/YY)		
										Issue Date		
PRODUCER Vendor's Insurance Agent Street Address City, State, Zip Phone Number					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.							
					COMPANIES AFFORDING COVERAGE							
INSURED Vendor Name Street Address City, State, Zip					COMPANY A		ABC Insurance Company					
					COMPANY B		DEF Insurance Company					
					COMPANY C		GHI Insurance Company					
					COMPANY D							
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH REPSECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
CO LTR	TYPE OF INSURANCE				POLICY NUMBER		POLICY EFFECTIVE DATE (MM/DD/YY)		POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS	
A	GENERAL LIABILITY				XXX123	01/01/00	01/01/01	GENERAL AGGREGATE		2,000,000		
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						PRODUCTS-COMP/OP AGG		1,000,000		
	<input type="checkbox"/>	<input type="checkbox"/>	CLAIMS MADE	<input checked="" type="checkbox"/>				OCCUR	PERSONAL & ADV INJURY		1,000,000	
	<input type="checkbox"/>	OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE		1,000,000		
	<input type="checkbox"/>							FIRE DAMAGE (Any one fire)		50,000		
	<input type="checkbox"/>							MED EXP (Any one person)		5,000		
	<input type="checkbox"/>											
B	AUTOMOBILE LIABILITY				XXX456	01/01/00	01/01/01	COMBINED SINGLE LIMIT		1,000,000		
	<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)				
	<input type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per accident)				
	<input type="checkbox"/>	SCHEDULED AUTOS						PROPERTY DAMAGE				
	<input checked="" type="checkbox"/>	HIRED AUTOS										
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS										
	<input type="checkbox"/>											
	GARAGE LIABILITY							AUTO ONLY-EA ACCIDENT				
	<input type="checkbox"/>	ANY AUTO						OTHER THAN AUTO ONLY:				
	<input type="checkbox"/>							EACH ACCIDENT				
	<input type="checkbox"/>							AGGREGATE				
	EXCESS LIABILITY							EACH OCCURRENCE		5,000,000		
	<input checked="" type="checkbox"/>	UMBRELLA FORM						AGGREGATE		5,000,000		
	<input type="checkbox"/>	OTHER THAN UMBRELLA FORM										
	<input type="checkbox"/>											
C	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				XXX789	01/01/00	01/01/01	<input checked="" type="checkbox"/>	STATUTORY LIMITS			
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL							EACH ACCIDENT		1,000,000		
								DISEASE-POLICY LIMIT		1,000,000		
								DISEASE-EACH EMPLOYEE		1,000,000		
	OTHER											
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RBC-Kirkland Heights, LLC., RBC Community Investments Manager II, Inc., FNBC Leasing Corporation C/O JPMorgan Capital Housing Investments, RBC Community Investments Fund-X15 LP, New Kirkland Heights LLLP, Allied Residential Inc, Woodinville Water District, Northshore Utility District are named as additional insureds with respect to above general liability and auto coverages. Re: Insured's work/services provided at Kirkland Heights, 13310 NE 133rd Street, WA 98034												
CERTIFICATE HOLDER New Kirkland Heights LLLP 600 Andover Park West Seattle, WA 98188-3326 ACORD 25-S (3/93)						CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Signature of Insured's Agent						
						ACORD CORPORATION 1993						

PROVIDE

GENERAL LIABILITY
ENDORSEMENT

and

AUTO LIABILITY
ENDORSEMENT



ELECTRICAL SITE PLAN - OVERALL

SCALE: 1"=40'-0"

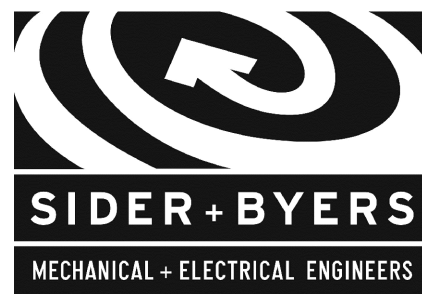
GENERAL NOTES:

- CONTRACTOR(S) TO PROVIDE AND EXECUTE LOCATES AND VERIFY ALL EXISTING UTILITY CONDITIONS PRIOR TO SITE ALTERATIONS.
- COORDINATE ALL LOCATIONS AND ROUTING OF NEW UTILITY ELEMENTS WITH CIVIL AND ALL UTILITY PROVIDERS PRIOR TO ANY SITE WORK AND ROUGH-IN.
- ALL TRENCHING AND BACKFILL NEEDED FOR ELECTRICAL SCOPE IS TO BE PROVIDED BY THE GENERAL CONTRACTOR.
- ALL UTILITY TRANSFORMERS ARE TO BE PLACED IN SITE LOCATIONS THAT PROVIDE A FLAT GRADED SURFACE WITH 10-FEET OF CLEARANCE TO ANY COMBUSTIBLE CONSTRUCTION ELEMENTS AND MEETING PSE REQUIREMENTS FOR WORKING AREA.
- CONDUIT ROUTING TO BUILDING FOR REFERENCE ONLY. SEE INDIVIDUAL BUILDING SITE PLANS FOR ADDITIONAL INFORMATION.

FLAG NOTES (X):

- ALL EXISTING POWER AND TELECOM UTILITIES ARE TO BE REPLACED WITH NEW INFRASTRUCTURE. EXISTING INFRASTRUCTURE TO BE DISCONNECTED AND ABANDONED IN PLACE WHERE POSSIBLE OR DEMOLISHED WHERE CONFLICTS EXIST WITH NEW SITE INFRASTRUCTURE. THE GENERAL AND ELECTRICAL CONTRACTORS ARE TO COORDINATE DIRECTLY WITH ALL UTILITY PROVIDERS TO ESTABLISH A SCHEDULE AND SEQUENCING OF SERVICE DISCONNECTS AND INSTALLATION OF NEW INFRASTRUCTURE THROUGHOUT SITE.
- NEW UNDERGROUND PRIMARY POWER INFRASTRUCTURE BY PUGET SOUND ENERGY (PSE). PRIMARY POWER TO BE RUN IN A JOINT UTILITY TRENCH WITH NEW TELECOM INFRASTRUCTURE. PSE TO PROVIDE ALL CONDUIT, J-BOXES, TRANSFORMERS, ETC. FOR PRIMARY POWER INFRASTRUCTURE. GENERAL AND ELECTRICAL CONTRACTOR TO PROVIDE TRENCHING PER PSE AND TELECOMMUNICATION PROVIDERS REQUIREMENTS.
- NEW IN-GRADE PRIMARY POWER JUNCTION BOX PROVIDED BY PSE.
- NEW PAD MOUNTED TRANSFORMER FOR INDIVIDUAL BUILDING SERVICE CONNECTION(S). PSE TO PROVIDE AND INSTALL TRANSFORMER AND MAKE ALL CONNECTIONS. SEE INDIVIDUAL BUILDING PLAN SETS FOR LOCATIONS AND ADDITIONAL INSTALLATION REQUIREMENTS.
- NOT USED.
- NOT USED.
- NEW RECESSED IN-GRADE JUNCTION BOX FOR TELECOM. SERVICE CONNECTION(S) TO THE INDIVIDUAL BUILDINGS. SEE INDIVIDUAL BUILDING PLAN SETS FOR LOCATIONS AND ADDITIONAL INSTALLATION REQUIREMENTS.
- EXISTING PSE TRANSFORMER TO REMAIN. COORDINATE NEW PRIMARY AND SECONDARY CONNECTIONS WITH PSE. SEE INDIVIDUAL BUILDING PLAN SETS FOR LOCATION AND ADDITIONAL INSTALLATION REQUIREMENTS.
- PROVIDE PRIMARY SERVICE FEEDERS FROM THE EXISTING PSE POWER POLE TO THE NEW J-BOX PER PSE REQUIREMENTS AND STANDARDS.

ALL INFORMATION SHOWN IN REGARDS TO THE EXISTING SYSTEMS AND INSTALLATION WAS TAKEN FROM AVAILABLE RESOURCES. THE CONTRACTORS SHALL VISIT THE SITE PRIOR TO SUBMISSION OF BIDS AND FIELD VERIFY ACTUAL CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT AND SHALL INCLUDE ALL WORK REQUIRED TO FULFILL THE PROJECT SCOPE BASED ON THE ACTUAL EXISTING CONDITIONS IN THEIR BID. INFORM ARCHITECT AND ENGINEER OF CONFLICTS.



192 Nickerson, Suite #300
Seattle, Washington 98109
Phone: 206.285.2966

SMR Architects
117 S. Main St., Suite 400
Seattle, WA 98104

PH: 206.623.1104
FX: 206.623.5285



New Kirkland Heights LLLP
c/o: King County Housing Authority,
General Partner
13310 NE 133rd St.
Kirkland, WA 98034.
CONTRACT #: TC2300131

KIRKLAND HEIGHTS APARTMENTS

13317 NE 133rd St.,
Kirkland, WA 98034

SITE ELECTRICAL INFRASTRUCTURE BID SET



REVISIONS / NOTES
NO DATE DESCRIPTION

DPD STAMP

ELECTRICAL SITE PLAN - OVERALL

PERMIT #
DRAWN RA, JF
CHECKED GL
ISSUE DATE 04/14/2023
JOB NO. 22014
SHEET NO.:

E101