

REQUEST FOR BIDS

NIKE MANOR FIRE RESTORATION

23960 35th Place South
Kent, Washington 98032

RELEASED BY:



CAPITAL CONSTRUCTION DEPARTMENT
700 ANDOVER PARK WEST, SUITE C
TUKWILA, WA 98188

BID DATES

ISSUANCE DATE: OCTOBER 25, 2023

DUE DATE: NOVEMBER 15, 2023

TIME: 1:00PM



TABLE OF CONTENTS SECTIONS

- A. INFORMATIONAL FORMS**
- B. BID PROPOSAL**
- BB. NO PARTICIPATION – RESPONSE FORM**
- C. CONTRACT DOCUMENTS**
- D. THIRD PARTY REPORTS**
- E. DRAWINGS AND SPECIFICATIONS**

A - SECTION

INFORMATIONAL FORMS

- A.1 Invitation to Bid**
- A.2 Notice to All Bidders**
- A.3 Fair Housing / Accessibility Notice**
- A.4 Pre-Bid Conference – MANDATORY ATTENDANCE**
- A.5 Project Wage Rates**
- A.6 Tax Applications**
- A.7 Progress Payment Suspension Criteria**
- A.9 Executive Order 11246 (as Amended)**
- A.10 Compliance with Executive Order 13496**
- A.11 Requirements for Public Works Jobs**
 - a. Requirements for Public Works Jobs**



INVITATION FOR BID **DUE DATE: November 15, 2023**

The King County Housing Authority (KCHA) will accept bids from qualified general contractors to furnish labor, materials and necessary equipment to perform the following:

SCOPE OF WORK: NIKE MANOR FIRE RESTORATION

The objective of this remodeling project is to restore, repair, and upgrade a single-story, 3-bedroom, unoccupied building that has experienced damage due to a fire incident. The scope of work includes addressing the electrical, plumbing, and damage caused by the fire. Please note that no structural damage has been identified.

For complete scope, please see E.1 Scope of Work and Technical Specifications

DRAWINGS – PROJECT MANUAL DISTRIBUTION:

Drawing and bid documents can be downloaded from:

<https://www.kcha.org/business/construction/open>

PRE-BID CONFERENCE:

- Date: **November 1, 2023**
- Time: **11:00 AM**
- Jobsite Address: **23960 35th Place South, Kent, Washington 98032**
- Notation: Attendance of the Pre-Bid Site Visit is **MANDATORY**.
- Questions / Contact Person: Direct Questions, Requests or Clarification by Email or Fax to:
 - Project Manager: Don Hatfield
 - Email Address: donaldh@kcha.org
 - Phone Number: 206-574-1213
 - No Later Than: November 8, 2023
- Website Posting: <https://www.kcha.org/business/construction/open>
 - All responses shall be in the form of Addenda
 - All Addenda(s) will post As Occurs
 - Plan Holder’s List posts every Friday

BIDS ARE DUE:

- Date: **November 15, 2023**
- Time: **1:00 pm**
- Address: King County Housing Authority
600 Andover Park West, Tukwila, WA 98188
- Submittal Procedure: **Envelope MUST BE:**
 - a. Sealed
 - b. List Name and Address of your Firm/Company
 - c. List Due Date and Time
 - d. List Project Name:
NIKE MANOR FIRE RESTORATION
 - e. Mailing / Shipping Package or Wrapping **must also be marked** with this information.

- KCHA Process: **All Bids MUST BE Time and Date Stamped at King County Housing Authority’s Central Campus by the above Due Date and Time.**
 - a. No Bids will be accepted after that Date and Time.
 - b. No Bids Faxed or Emailed will be accepted.



**KCHA – NIKE MANOR FIRE RESTORATION
CAPITAL CONSTRUCTION DEPARTMENT**

- c. A KCHA representative will be present at the front desk at **600 Andover Park West, Tukwila, WA 98188** to time stamp bids.
 - d. Bids will be accepted between **NOON – 1:00PM ONLY**.
 - e. At 1:00PM bidding will be closed and no further bids will be accepted.
 - f. Bids received on or before 1:00 PM will be opened and read in the presence of one or more witnesses which includes KCHA staff (project manager and project specialist) **and all bidding contractors**.
 - g. Bids will be tabulated and bidders notified by email of the bid results.
- **NOTE:** Contractors have the option to mail in bids, but bids must be received by the deadline of 1:00PM. KCHA does not recommend mailing in bids due to possible complications or difficulties that may arise with the mail delivery.

BID BOND OR CERTIFIED CHECK:

Amount: **Five (5%) Percent** of the Total bid must accompany Each Bid **greater than one hundred fifty (\$150,000) dollars**.

Payable to: King County Housing Authority

Process: Bid Bond or Certified Check will be returned to the Unsuccessful Bidders within **Ten (10) Days** after the Contract Award.

BONDS MUST BE ORIGINAL, NO PHOTOCOPIES OR SCANNED BONDS WILL BE ALLOWED

MASKING COMPLIANCE

Contractor’s employees and all sub-contractors’ employees will be required to wear a mask if they are asked to do so by a resident or property manager while in a building or a resident’s unit.

ASSURANCE OF COMPLETION:

Projects valued over one hundred fifty thousand (\$150,000) dollars **require** a one hundred (100%) percent Performance and Payment Bond. (See Section C – Contract Documents)

BONDING CAPACITY:

Provide **with your bid proposal**, a written statement from the contractor’s bonding agent of the contractor’s ability and capacity for providing a one hundred (100%) percent Performance and Payment Bond for the project. The statement shall be made on the official letterhead of the bonding company and signed by an authorized agent of the bonding company.

BONDING & INSURANCE FOR CONTRACT AWARD:

The contract award will be contingent on full performance bonding, or equivalent and contractor’s ability to meet KCHA insurance requirements as outlined in the bid documents.

WASHINGTON STATE PREVAILING WAGE:

Bidders should note that the current Washington State Prevailing Wage Rates, payroll uploading, intent and affidavit filing apply to this job.

WASHINGTON STATE REQUIREMENT:

All contractors and subcontractors working on this project are required to file a “Statement of Intent to Pay Prevailing Wages”, “Affidavit of Wages Paid” and certified payroll with L&I. (See Form **A.11** for additional information.)

EEOE:

The King County Housing Authority 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 on KCHA Contracts.



KCHA RESERVED RIGHTS:

The King County Housing Authority 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 thirty (30) calendar days subsequent to the opening of the bids without the written consent of KCHA.

The King County Housing Authority also reserves the right to reject all bids, for any reason, prior to Contract Execution.

PUBLIC RECORDS:

All information submitted to KCHA will become public records, as per RCW 42.56. If you are submitting information, which you think is confidential and/or proprietary to your business, KCHA recommends that you do not submit that information, as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

PLAN CENTERS:

Bid documents, including drawings, specifications and conditions of the agreements may be examined at the following offices:

BUILDERS EXCHANGE OF WA
2607 Wetmore Ave.
Everett, WA 98201
www.bxwa.com
425-258-1303

CONTRACTOR PLAN CENTER
5468 SE International Way
Milwaukie, OR 97222
www.contractorplancenter.com
503-650-0148

DAILY JOURNAL OF COMMERCE
www.djc.com
206-622-8272

DODGE CONSTRUCTION NETWORK
www.construction.com
877-784-9556

ISQFT
www.isqft.com
800-364-2059 x7051

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PUBLICATION: Daily Journal of Commerce Daily
The Seattle Medium Wednesday
Northwest Asian Weekly Thursday
KCHA Web Site www.kcha.org/business/construction/open

CONTACT PERSON:

Don Hatfield Project Manager
206-574-1213 Phone Number
Donaldh@kcha.org Email Address



EXAMPLE OF SEALED ENVELOPE PROCEDURE / PREPARATION:

<p>FROM:</p> <p>ENTER YOUR COMPANY NAME Street Address City, State, Zip Code</p> <p>TO:</p> <p>KING COUNTY HOUSING AUTHORITY CAPITAL CONSTRUCTION DEPARTMENT 700 Andover Park West, Suite C Tukwila, WA 98188</p> <p>BID DUE:</p> <p>Date: November 15, 2023 Time: 1:00 PM</p> <p>PROJECT NAME: NIKE MANOR FIRE RESTORATION</p>

**Upon Receipt, the Envelope will be Time and Date Stamped by
King County Housing Authority**

NOTICE TO ALL BIDDERS

In order to be considered as **RESPONSIVE BIDS**, all bidders **MUST** submit Signed Section B forms no later than the **Bid Due Date and Time**:

- B.1 Bid Form**
- B.2 Bidder's Experience Record**
- B.3 Contractor Certification**
- B.4 Non-Collusive Affidavit**
- B.5 Equal Opportunity**
- B.6 Bid Security (Submit only for bids greater than \$150,000)**
- B.7 Debarment / Suspension Compliance Certification**
- B.8 Proposed Subcontractor List**
- B.9 Harassment and Discrimination Policies**
- B.10 WMBE Survey (Form is not required to be responsive, but requested)**
- B.11 Preliminary Project Schedule – Provided by Contractor**

FAIR HOUSING/ACCESSIBILITY NOTICE

A. SUBJECT:

Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

B. PURPOSE:

The purpose of this Notice is to remind recipients of Federal funds (in this instance, the Public Housing Authority) of their obligation to comply with pertinent laws and implementing regulations which provide for non-discrimination and accessibility in Federally funded housing and non-housing programs for people with disabilities.

C. NOTIFICATIONS:

Public housing agencies (PHAs) and other recipients of Federal PIH funds are responsible for providing this Notice to all current and future contractors participating in covered programs / activities or performing work covered under the above subject legislation and implementing regulations.

D. TO READ THE FULL TEXT OF THE NOTICE:

Go to www.kcha.org/business/requirements

Scroll down to Fair Housing Laws and Read: **Fair Housing / Accessibility Notice**



PRE-BID CONFERENCE

There will be a Pre-Bid Conference prior to the date of the bid opening for the purpose of providing a general discussion and review of any questions that might pertain to the bidding documents and procedures. All interested contractors are required to attend this meeting after reading the Project Manual. Please bring Project Manual and drawings, if any, to this conference. ATTENDANCE OF THE PRE-BID CONFERENCE IS REQUIRED FOR ACCEPTANCE OF BID FROM THE CONTRACTOR.

PROJECT SITE ADDRESS: **Nike Manor
23960 35th Place South
Kent, Washington 98032**

CONFERENCE DATE: **November 1, 2023**

TIME: **11:00 AM**

CONTACT NAME: **Don Hatfield**

EMAIL: **donaldh@kcha.org**

PROJECT WAGE RATES

A. WASHINGTON STATE PREVAILING WAGE

TYPE OF WAGE RATES: RESIDENTIAL RATES

WAGE DECISION DATE: NOVEMBER 15, 2023

COUNTY: KING

LINK TO LNI PREVAILING WAGE: <https://secure.lni.wa.gov/wagelookup/>
RATE LOOKUP

Wage Decision Date: For contracts entered into pursuant to competitive bidding procedures, the bid opening date “locks-in” the wage decision date provided that the contract is awarded within six (6) months. If the contract is awarded more than six (6) months after bid opening, the contract award date “locks-in” the wage decision date.

NOTE: The awarded bidder will be required to submit, along with other contractual documentation, Form C.9 Certification of Compliance with Washington State Wage Payment Statutes.

TAX APPLICATIONS

TAX APPLICATIONS

If you have questions regarding the application of the retail sales tax exemption to the King County Housing Authority, please call your personal tax advisor or the Washington State Department of Revenue Office toll-free for one-on-one help: Telephone Information Center 1-800-647-7706.

WAC 458-20-17001

Government contracting -- Construction, installations, or improvements to government real property.

(1) Special business and occupation tax applications and special sales/use tax applications pertain for prime and subcontractors who perform certain construction, installation, and improvements to real property of or for the United States, its instrumentalities, or a county or city housing authority created pursuant to chapter 35.82 RCW. These specific construction activities are excluded from the definition of "sale at retail" under RCW 82.04.050. All other sales to the United States, its agencies or instrumentalities are taxable as retail sales or wholesale sales, as appropriate. See WAC 458-20-190.

(2) The definitions of terms and general provisions contained in WAC 458-20-170 apply equally for this rule, as appropriate. In addition, the terms, "clearing land" and "moving earth" include well drilling, core drilling, and hole digging, whether or not casing materials are installed and any grading or clearing of land, including the razing of buildings or other structures.

Business and Occupation Tax

(3) Amounts derived from constructing, repairing, decorating, or improving new or existing buildings or other structures, including installing or attaching tangible personal property therein or thereto, and clearing land or moving earth, of or for the United States, its instrumentalities, or county or city housing authorities of chapter 35.82 RCW are taxable under the government contracting classification of business and occupation tax. The measure of the tax is the gross contract price.

(4) Government contractors who manufacture or produce any tangible personal property for their own commercial or industrial use as consumers in performing government contracting activities are subject to the manufacturing classification of business and occupation tax measured by the value of the property manufactured or produced. See also, WAC 458-20-134. The manufacturing tax applies even though the property manufactured or produced for commercial use may be subsequently incorporated into buildings or other structures under the government contract and may thereby enhance the gross contract price.

Retail Sales Tax

(5) The retail sales tax does not apply to the gross contract price, or any part thereof, for any business activities taxable under the government contracting classification. Prime and subcontractors who perform such activities are themselves included within the statutory definition of "consumer" under RCW 82.04.190 and are required to pay retail sales tax upon all purchases of materials, including prefabricated and precast items, equipment, and other tangible personal property which is installed, applied, attached, or otherwise incorporated in their government contracting work. This applies for all such purchases of tangible personal property for installation, etc., even though the full purchase price of such property will be reimbursed by the government or housing authority in the gross contract price. It also applies notwithstanding that the contract may contain an immediate title vesting clause which provides that the title to the property vests in the government or housing authority immediately upon its acquisition by the contractor.

(6) Also, the retail sales tax must be paid by government contractors upon their purchases and leases or rentals of tools, consumables, and other tangible personal property used by them as consumers in performing government contracting.

Use Tax

(7) The use tax applies upon the value of all materials, equipment, and other tangible personal property purchased at retail, acquired as a bailee or donee, or manufactured or produced by the contractor for commercial or industrial use in performing government contracting and upon which no retail sales tax has been paid by the contractor, its bailor or donor.

(8) Thus the use tax applies to all property provided by the federal government to the contractor for installation or inclusion in the contract work as well as to all government provided tooling.

(9) The use tax is to be reported and paid by the government contractor who actually installs or applies the property to the contract. Where the actual installing contractor pays the tax, no further use tax is due upon such property by any other contractor.

(10) Note to contractors: The United States Supreme Court has sustained the government contracting tax applications for this state, even though the ultimate economic burden of the tax is borne by the United States Government (Washington v. US, 75 L.Ed 2d 264, 1983).

(11) This rule does not apply to public road construction. See WAC 458-20-171.
[Statutory Authority: RCW 82.32.300. 86-10-016 (Order ET 86-9), § 458-20-17001, filed 5/1/86.]

PROGRESS PAYMENT SUSPENSION CRITERIA

CRITERIA will include:

1. Non-submittal of Certified Payroll documents (see Informational Form A.11)
2. No lien release with Application for Payment
3. Insurance expires
4. Federal and/or State liens on general contractor
5. Suspension/expiration of WA State contractor's license
6. Work not accomplished
7. Work not approved/ accepted
8. Repeated safety violations not resolved if warnings from KCHA are ignored
9. Incorrect Application for Payment or invoice (whichever is applicable)
10. Non-submittal of the GC Certification Upon Application for Payment (see Section E, Division 1 for sample of KCHA Pay Application which includes the continuation sheet, the payment application and the GC Certification)

EXECUTIVE ORDER 11246 (as AMENDED)

---DISCLAIMER--- <http://www.dol.gov/general/disclaim#statutory>

Executive Order 11246 - Equal Employment Opportunity

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**Subpart A - Duties of the Secretary of Labor**

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



**KCHA – NIKE MANOR FIRE RESTORATION
CAPITAL CONSTRUCTION DEPARTMENT**

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

[Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and

provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or **order**, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union

engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require



for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p. 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

EXECUTIVE ORDER 13496

New Employee Notification Requirements for Federal Contractors and Subcontractors

Under Department of Labor regulations, www.gpo.gov/fdsys/pkg/FR-2010-05-20/pdf/2010-11639.pdf, contractors holding contracts with the Federal government and their subcontractors are required, beginning on June 21, 2010, to post notices informing employees of their rights under the National Labor Relations Act (NLRA). The notice to employees required by the regulations inform employees about their rights under the NLRA to form, join and assist a union and to bargain collectively with their employer; provides examples of unlawful employer and union conduct that interferes with those rights; and indicates how employees can contact the National Labor Relations Board, the Federal agency that enforces those rights, with questions or to file complaints. Contractors that violate the Labor Department's regulations requiring employee notification of these rights may be subject to sanctions, including suspension or cancellation of the contract.

The regulations require Federal contractors:

1. to post the required employee notice conspicuously in and around their plants and offices so that it is prominent and readily seen by employees who are covered by the NLRA and who engage in contract-related activity;
2. to post the required notice electronically if they communicate with employees electronically, which requires posting a link to the Department of Labor's website containing the employee notice where they customarily place other electronic notices to employees about their jobs; and
3. to insert provisions in their subcontracts that require their subcontractors to comply with the same posting requirements as well.

Contractors and subcontractors may obtain the required poster in any of the three ways. The Labor Department will print posters and provide them to Federal contracting departments and agencies for supply to contractors and subcontractors. In addition, contractors and subcontractors can request posters from the field offices of the Labor Department's Office of Federal Contract Compliance Programs (<http://www.dol.gov/ofccp/contacts/ofnation2.htm>), or Office of Labor-Management Standards (OLMS) (<http://www.dol.gov/olms/contacts/lmskeyp.htm>). Finally, contractors and subcontractors can acquire the poster from OLMS' website by downloading it from <http://www.dol.gov/olms> or by calling (202) 693-0123. Compliance information for contractors and subcontractors can be found at OFCCP's website [Construction Compliance Checks Frequently Asked Questions | U.S. Department of Labor \(dol.gov\)](#)

EXECUTIVE ORDER 13496 - FREQUENTLY ASKED QUESTIONS

[Executive Order 13496 Frequently Asked Questions | U.S. Department of Labor \(dol.gov\)](#)

REQUIREMENTS FOR PUBLIC WORKS PROJECTS

REQUIREMENTS FOR PUBLIC WORKS PROJECTS – All projects require that the contractor and all subcontractors performing labor on the project site must file the Statement of Intent with L&I regardless of the wage determination is set as HUD Non-Routine Maintenance, State Prevailing wages or Davis-Bacon.

Statement of Intent to Pay Prevailing Wages - filed at the start of the project

- A. **Filed Immediately** after the contract is awarded and before work begins, if that is possible. **NO PAYMENTS CAN BE MADE** until the contractor has submitted an Intent form that has been approved by the Industrial Statistician.
- B. **SUBCONTRACTORS must file using the PRIME CONTRACTOR’S “Form ID Number” after the PRIME has received approval for their Statement of Intent.**
- C. Wage payment requirements for this project are determined to be
 - 1. **Washington State Prevailing Wage**
 - a. The Intent is then filed with the question “*Is this a Housing Act of 1937 Project?*” answered as *No*.

Certified Payroll - filed at a minimum, monthly, for the duration of the project

- A. Submitted, at a minimum, on a monthly basis, beginning with the first month that the Contractor works on the Project, and for every month afterward until the Contractor completes the Work.
- B. Consisting of a certified payroll report and a statement of compliance.

Affidavit of Wages Paid - filed at the end of the project

- A. Submitted at the end of the project once all of the work has been completed, showing the wages paid.



B - SECTION

NIKE MANOR FIRE RESTORATION
23960 35th Place South., Kent, Washington 98032
DUE DATE: November 15, 2023
TIME: 1:00 pm

In order to be considered as **RESPONSIVE BIDS**, all bidders **MUST** submit the following **Signed Documents (each single sided)** no later than the **Bid Due Date and Time**.

Forms to Return if Bidding

- B.1 Bid Form**
- B.2 Bidder's Experience Record**
- B.3 Contractor Certification**
- B.4 Non-Collusive Affidavit**
- B.5 Equal Opportunity**
- B.6 Bid Security (Submit only for bids greater than \$150,000)**
- B.7 Debarment / Suspension Compliance Certification**
- B.8 Proposed Subcontractor List**
- B.9 Harassment and Discrimination Policies**
- B.10 WMBE Survey (Form is not required to be responsive, but requested)**
- B.11 Preliminary Project Schedule – Provided by Contractor**



BID FORM – RETURN EACH FORM SINGLE SIDED

BID TO:

KING COUNTY HOUSING AUTHORITY
CAPITAL CONSTRUCTION DEPARTMENT
700 Andover Park West, Suite C * Tukwila, WA 98188

PROJECT NAME AND LOCATION:

NIKE MANOR FIRE RESTORATION
23960 35th Place South., Kent, Washington 98032

SCOPE OF WORK:

The objective of this remodeling project is to restore, repair, and upgrade a single-story, 3-bedroom, unoccupied building that has experienced damage due to a fire incident. The scope of work includes addressing the electrical, plumbing, and damage caused by the fire. Please note that no structural damage has been identified.

For complete scope, please see E.1 Scope of Work and Technical Specifications

BASE BID:

Bidders must provide a cost for **each and every** bid item (even if the amount is **\$0.00**), for the bid to be considered responsive. Where conflict occurs between the bid item values entered and the total amount written, the bid item price(s) shall prevail, and totals will be corrected to conform thereto. The work of the various items is described throughout the Contract Documents.

Total Base Bid Lump Sum Amount (Gross Contract Price) should include all applicable taxes. King County Housing Authority (KCHA) will only pay this Gross Contract Price. Contractors shall review the State of Washington Department of Revenue Ruling WAC 458-20-17001 (included in bid documents) and all other applicable documents for tax obligations.

Contractor must pay current Washington State Prevailing Wage as the Minimum Wages and Fringe Benefits for the construction workers under this contract.

The Bidder agrees to accept as full payment for the Work, as specified in the Contract Documents, and based upon the undersigned’s own estimate of quantities and costs, the following stipulated sums.

BASE BID PRICE		
A.	Materials , including all applicable Taxes	\$
B.	Labor	\$
C.	O & P , including all applicable Fees	\$
D.	Owner Allowance for added work contingency, as authorized by KCHA	\$ 12,000
TOTAL BID AMOUNT: (all costs inclusive – A, B, C& D) Round to Nearest Dollar		\$
And No/100 Dollars		
PRINT (in words) Total Bid Amount. Sample – Three Hundred Thousand, Two Hundred Sixty-Six		

Bidding Contractor’s Company Name: _____ Initials: _____



UNIT PRICES:

Unit prices are considered for use when small quantities are needed and additional competitive bidding is not required for price justification. An unforeseen condition requiring large quantities resulting in a substantial change in scope of new work will not be considered applicable for unit pricing. Large deviations in the scope of work will be addressed and evaluated through a bid process or on a Time Material basis as stipulated in the contract documents. Acceptance of any unit pricing is at the Owner’s discretion.

COMPLETE BID:

Contractor shall include all costs of doing the work shown, described, and intended by the Contract Documents, within the lump sum bid prices in the Proposal.

LOW BIDDER DETERMINATION:

The determination of the Low Bidder will be determined on the basis of the Grand Total of the Total Base Bid Price plus Owner-Directed Work Total. The Owner reserves the right to accept any, all, or no Additive items at the time of Award, or at any time thereafter.

RIGHT TO AWARD THE CONTRACT:

KCHA reserves the right to award the Contract to the Contractor based on the Contractor’s Qualifications, Bonding Capacity and ability to Complete the Project within the Completion Time allowed for project. If written notice of the acceptance of this bid is mailed, or delivered to the undersigned within Seven (7) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form within Seven (7) calendar days after the Contract is presented for signature.

RIGHT TO REJECT BIDS:

KCHA Reserves the Right to Reject any and all Bids and select any bid options (Base Bid/Alternate Bid or both). In addition, KCHA Reserves the Right to Refuse to Award a Bid to a Contractor based on the Contractor’s Past Performance, and/or Unresolved Issues with KCHA, as well as unresolved issues with Washington State Labor & Industries. No Extension of Completion is allowed.

KCHA also Reserves the Right to Reject all bids, for any reason, prior to Contract Execution.

The undersigned hereby agrees that this proposal shall be a Valid and Firm Offer for the following calendar days from the date of the Bid Opening.

Calendar Days: SIXTY (60)

If the Contractor’s Bid is determined to be “Not Responsible”, KCHA will issue in writing the specific reasons for this determination. Your company will be allowed to appeal this decision. The appeal must be in writing. The appeal must be delivered to KCHA at the address provided in the determination of ‘Not Responsible’ within two (2) business days after KCHA makes the decision. The appeal may include additional information that was not included in the original Bid Documents. KCHA will make a final determination after the receipt of the appeal. The final determination may not be appealed.

ADDENDUM RECEIPT: (Receipt of the following Addenda is acknowledged)

Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____

Bidding Contractor’s Company Name: _____ Initials: _____



NO ADDENDA were received

START TIME OF CONSTRUCTION:

Construction for the project must be started in accordance with the written Notice to Proceed Date issued by KCHA.

COMPLETION TIME OF CONSTRUCTION:

The undersigned hereby agrees to significantly complete the project within the construction period or duration (**Construction Period/Duration: NTP “construction start” to physical completion**) all the work required under the Contract and in accordance with the Contract Documents. Time allowed to complete the project (including punch list items) shall be the following number of Calendar Days from the Notice to Proceed Date issued by KCHA:

Calendar Days: NINETY (90)*

** This is total construction time and does not include any delays that may be caused by supply chain issues.*

PRELIMINARY SCHEDULE:

MANDATORY: Contractor is to **provide** a preliminary Master Project Schedule in Microsoft Project, Primavera or similar and will include task durations and a project duration/completion date **at time of bid.**

METHOD OF PAYMENT:

Contract Amount shall be paid by KCHA to the Contractor monthly from the date of Contract, based on Contractor’s Invoice of percentage of ‘Completion’. Contractor shall use the AIA-G702 and G703 forms for Application and Certificate for Payment for Invoice Submittal.

CONTRACT RETENTION:

KCHA will withhold Contract Retention at the following Rate, pursuant to the General Conditions and will be released upon receipt of the Proper clearances from all pertinent state agencies. Release of Retention will not be made until All Requirements for Release, including clearances from State Agencies are received.

Retention Rate: FIVE PERCENT (5%)

CLOSEOUT PERCENTAGE:

Contractor to include in his Schedule of Values **Closeout Costs**; this is a percentage of the contract bid amount for costs associated with closing out the project as described in Section 01 77 00.

Closeout Percentage: FIVE PERCENT (5%)

LIQUIDATED DAMAGES:

Timely performance and completion of the Work is essential to the Owner and time limits stated in the Agreement are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work or Contract Completion of the entire project does not occur in the time limits defined in the Contract or subsequent change order. Liquidated damages are not assessed as a penalty, but as liquidated damages for breach of contract. The amount is fixed and agreed upon by the Contractor and Owner due to the extreme difficulty and impracticability of fixing and ascertaining the actual damages the Owner would sustain.

This amount is construed as actual amount of damages to the Owner and may be retained by the Owner and deducted from any payments to the Contractor. Assessment of liquidated damages does not release the

Bidding Contractor’s Company Name: _____ Initials: _____



Contractor for obligations in the Agreement. If different and separate completion dates are stated in the Agreement (or subsequent change order) for separate parts or stages of the Work, the amount of liquidated damages shall apply and may be assessed on those parts or stages of the Work which are delays.

If the Contractor fails to complete the Work by the Time for Substantial Completion stated above (or amended by a subsequent change order), then the Contractor agrees to abide by all provision of the Liquidated Damages clause to the Contract. Liquidated Damages shall be in the following DOLLAR AMOUNT per Calendar Days and will be assessed for each day that the Contractor exceeds the time for substantial completion stated above as follows:

Dollar Amount: FIVE HUNDRED DOLLARS AND NO/100 (\$500.00)

INDEMNIFICATION AND HOLD HARMLESS:

The Contractor hereby agrees that, to the fullest extent permitted by law, it will defend, indemnify and hold KCHA and its officials, partners, volunteers, agents and employees (the “Indemnities”) harmless from and against any and all claims, losses, damages and expenses, including attorney’s fees incurred with respect thereto or in enforcing this indemnity, which in any manner arise out of or in connection with, or result from:

1. The Work to be performed pursuant to this contract (the ‘Work’), or
2. Any Act or Omission of:
 - a. The Contractor;
 - b. Any Subcontractor, Lower Tier Contractor, or Supplier engaged with respect to the Work;
 - c. Any other party acting at the direction, at the request or under the control of the Contractor with respect to this contract or the Work; or
 - d. The Officers, Directors, Partners, Employees, Volunteers or Agents of any of the foregoing, or the successors in interest of any of them.

Notwithstanding the foregoing, however, the Contractor shall not be required to indemnify and Indemnatee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the intentional misconduct or sole negligence of the Indemnatee, and if such damages are caused by or result from the concurrent negligence of the Indemnatee and the Contractor or its employees or agents, then the Contractor’s indemnity hereunder shall be limited to the extent of the negligence of the Contractor or its employees or agents. For purposes of this Indemnity, the Contractor waives its immunity under industrial insurance, Title 51 of the Revised Code of Washington, and acknowledges that the parties have negotiated this waiver for the purposes of this agreement.

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 this contract to execute an indemnity agreement substantively identical to the proceeding one, specifically naming KCHA as an indemnitee, and the Contractor’s failure to do so shall constitute a material breach of this contract by the Contractor.

BID WITHDRAWAL AFTER BID OPENING:

1. A bidder who submits an erroneous low bid may withdraw the bid at the risk of forfeiting the bid bond. 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. The bidder must notify KCHA and submit evidence of the error within twenty-four (24) hours of the bid opening.
2. Evaluating factors for return or forfeiture of bid bonds should include:
 - a. Whether the bidder acted in good faith;
 - b. Whether the bidder acted without gross negligence;

Bidding Contractor’s Company Name: _____ Initials: _____



**KCHA – NIKE MANOR FIRE RESTORATION
CAPITAL CONSTRUCTION DEPARTMENT**

- c. Whether the bidder gave prompt notice of the error;
 - d. Whether the bidder will suffer substantial detriment by forfeiture;
 - e. Whether KCHA’s status has not greatly changed, and no substantial hardship will be caused.
3. Any low bidder who withdraws its bid is prohibited from bidding on the same project if it is subsequently re-solicited.

NOTIFICATION:

Contractors submitting bids must have current industrial insurance and not be disqualified from bidding (not suspended or debarred by any federal, state, or other public agency).

All or a portion of this contract is paid for by Federal Funds. As a result, Successful Contractors are subject to the following statutes: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

It will be the Contractor’s obligation to comply with pertinent laws and implementing regulations, which provide for non-discrimination and accessibility in Federally Funded Housing and Non-Housing Programs for people with Disabilities. To read the full text of the Notice go to www.kcha.org/business/requirements Scroll down to Fair Housing Laws and Read: **Fair Housing / Accessibility Notice**

The undersigned acknowledges:

1. To have carefully reviewed and understood the scope of work and requirements under the Contract Documents and the complete scope of work as required under the Bid Proposal,
2. To have been provided the opportunity to physically assess the project site,
3. And affirms that the bid entered herein, shall be a complete bid in accordance with the terms of the Contract Documents,
4. And hereby agrees to complete the Work required under the terms of the Contract Documents by the Completion Dates enumerated therein, and
5. That all Documents Submitted to KCHA will become Public Records, as per RCW 42.56. If you are submitting information, which you think is confidential and / or proprietary to your business; KCHA recommends that you do not submit that information, as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

Bidding Contractor’s Company Name: _____ Initials: _____



COMPANY INFORMATION *(please print all information):*

Name of Bidder’s Company

Physical Street Address:
(Contractor MUST have a Physical Street Address)

City-State-Zip:

Mailing Address if different than Physical:

City-State-Zip:

Telephone:

Name of Person Authorized to Sign Contract:
(if Company is Awarded Contract)

Title of Person Authorized to Sign Contract:
(if Company is Awarded Contract)

Email Address of Person Authorized to Sign Contract:
(if Company is Awarded Contract)

Website:

Contractor’s License (WA State) Number:

UBI (Unified Business License) Number:

Employment Security Account Number:

State Excise Tax Registration Number:

Federal Tax I.D. Number:

Exempt

Public Works Training (RCW39.04.350):

Not Exempt – signed Compliance Statement
in Accordance with RCW 9A.72.085 is
provided

Bidding Contractor’s Company Name: _____ Initials: _____



**KCHA – NIKE MANOR FIRE RESTORATION
CAPITAL CONSTRUCTION DEPARTMENT**

Check Box if your company is a Corporation and name the State Incorporated in below.

Check Box if your company is a Partnership and provide Full Name(s) and Address of all parties below.

Check Box if your company is also known as (aka) and list that name and address below.

NOTE: The penalty for making false statements in offer is prescribed in 18 U.S.C. 1001.

SUBMITTED ON: _____ Day of _____, 20____

Signature of Bidder

Print Name and Title

Bidding Contractor’s Company Name: _____ Initials: _____



CONTRACTOR CERTIFICATION – RETURN EACH FORM SINGLE SIDED

PROJECT NAME: NIKE MANOR FIRE RESTORATION

NAME OF COMPANY: _____

PHYSICAL STREET ADDRESS: _____

CITY – STATE – ZIP: _____

MAILING ADDRESS: _____

CITY – STATE – ZIP: _____

PHONE NUMBER: _____

FEDERAL TAX ID NO.: _____ **WA STATE UBI NO.:** _____

TYPE OF BUSINESS: _____ **CORPORATION** _____ **LLC - PARTNERSHIP** _____ **SOLE PROPRIETOR**

OWNERS OF THIS COMPANY (List All Owners from the inception of the Company. Use an additional sheet of paper if necessary.)

NAME OF OWNER(S)	DATE(S) OF OWNERSHIP (from – to)
_____	_____
_____	_____
_____	_____

UNDER PENALTIES OF PERJURY, _____ **I /** _____ **We** hereby certify that: (Check the appropriate responses)

- _____ **I /** _____ **We** have a complete copy of the Bid Documents and Drawings (if applicable) for this project as supplied by the King County Housing Authority.
- _____ **I /** _____ **We** have no contractual obligation or other disabilities that would prevent _____ **Me /** _____ **Us** from meeting the various requirements contained in the Bid Documents to the greatest extent feasible and with good faith efforts to attempt to meet the attached goals.
- _____ **I /** _____ **We** do not and will not maintain, nor permit _____ **My /** _____ **Our** employees to work in a location where segregated facilities are maintained, except for separate or single-user toilets and changing facilities, if necessary, to assure privacy between the sexes.
- _____ **I /** _____ **We** that _____ **Have /** _____ **Have Not** participated in an Equal Employment Opportunity Plan in the past that required filing reports with the Government; and that if _____ **I /** _____ **We** have, _____ **I /** _____ **We** _____ **Have /** _____ **Have Not** filed all reports due. If not, the reports will be filed within the next (_____) days.
- The number shown on this form is _____ **My /** _____ **Our** correct Taxpayer Identification Number OR _____ **I Am /** _____ **We Are** waiting for a number to be issued to _____ **Me /** _____ **Us** and
- _____ **I /** _____ **We** further certify that _____ **I /** _____ **We** are not subject to Backup Withholding because;
 - _____ **I Am /** _____ **We Are** Exempt from Backup Withholding, or
 - _____ **I /** _____ **We** have not been notified by the Internal Revenue Service (IRS) that _____ **I Am /** _____ **We Are** subject to Backup Withholding as a result of a failure to report all interest or dividends, or



(c) the IRS has notified ____ **Me** / ____ **Us** that ____ **I Am** / ____ **We Are** no longer subject to Backup Withholding.

(If you ARE subject to Backup Withholding, leave #6 blank and go to #7)

7. ____ **I** / ____ **We** have been notified by the IRS that ____ **I Am** / ____ **We Are** currently subject to Backup Withholding because of under reporting interest or dividends.

(If you filled out #6 – you are NOT subject to Backup Withholding, leave #7 blank)

8. _____, who is by title the _____ of our firm/company and has been designated, as the responsible official to ensure required reports are submitted, and record keeping complies with all the applicable regulations.

AUTHORIZED OFFICIAL:

SIGNATURE

NAME (PLEASE PRINT)

TITLE (PLEASE PRINT)

DATE



NON-COLLUSIVE AFFIDAVIT – RETURN EACH FORM SINGLE SIDED

FOR CONTRACTS AND EQUIPMENT \$50,000 AND ABOVE

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

_____, being first duly sworn, deposes and says:

That he / she is a Partner or Officer of the Firm of, etc. _____

The party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against KING COUNTY HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE OF AUTHORIZED OFFICIAL

Bidder, if the Bidder is an **Individual**

Partner, if the Bidder is a **Partnership**

Officer, if the Bidder is a **Corporation**

SUBSCRIBED AND SWORN to before me:

this _____ day of _____, 20 _____

(Signature)

(Print Name)

My Commission Expires: _____, 20_____

Bidding Contractor's Company Name: _____ Initials: _____



EQUAL OPPORTUNITY CLAUSE – RETURN EACH FORM SINGLE SIDED

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1 above.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

AUTHORIZED OFFICIAL:

SIGNATURE

NAME (PLEASE PRINT)

TITLE (PLEASE PRINT)

DATE

Bidding Contractor's Company Name: _____ Initials: _____



BID SECURITY – RETURN EACH FORM SINGLE SIDED

BID DEPOSIT:

The undersigned Principal hereby deposits a Bid Deposit with the King County Housing Authority in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of:

_____ Dollars (\$_____)

-- OR --

BID BOND:

The undersigned, _____ (**Principal**), and

_____ (**Surety**), are held and firmly bound unto the King County Housing Authority (Owner) in the penal sum of:

_____ Dollars (\$_____),

which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

CONDITIONS:

The Bid Deposit or Bid Bond shall be an amount not less than **five percent (5%)** of the total bid, including any Alternates, Additives, and Owner-Directed Work, if any, including sales tax, if any, and is submitted by Principal to Owner in connection with a Proposal in according to the terms of the Proposal and Bid Documents for:

NIKE MANOR FIRE RESTORATION

NOW THEREFORE:

- a. If Principal requests, in writing, to withdraw its Bid, prior to Bid Opening, or
- b. If the Proposal is rejected by Owner, or
- c. Owner in accordance with the terms of the Proposal and furnishes a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Owner,

then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Owner the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept bids; and Surety does hereby waive notice of any such extension.

Bidding Contractor's Company Name: _____ Initials: _____



**KCHA – NIKE MANOR FIRE RESTORATION
CAPITAL CONSTRUCTION DEPARTMENT**

SIGNED AND DATED THIS _____ Day of _____, 20 _____.

ATTEST to Principal’s Signature:

PRINCIPAL (Print Company Name)

Signature of Authorized Official

Printed Name

Title (Please Print)

Corporate Seal (if Applicable)

Signature

Printed Name

Title (Please Print)

ATTEST to Surety’s Signature:

SURETY (Print Company Name)

Signature of Authorized Official

Printed Name

Title (Please Print)

Corporate Seal (if Applicable)

Signature

Printed Name

Title (Please Print)

The above is Attorney in Fact:

Yes No
(If Yes, attach Power of Attorney)

Local Office of Agent and / or Surety Company (please print):

Name: _____

Street Address: _____

City, State, Zip: _____

Power of Attorney of person signing for Surety Company must be attached to this Bond Form.

Surety Companies executing Bonds must appear on the current Authorized Insurance List in the State of Washington.

Bidding Contractor’s Company Name: _____ Initials: _____



DEBARMENT / SUSPENSION COMPLIANCE CERTIFICATION
RETURN EACH FORM SINGLE SIDED

The Bidder certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

BIDDING COMPANY

Company Name

Physical Street Address

City / State / Zip

Print Name of Authorized Official

Title

Signature of Authorized Official

Date

SUBSCRIBED AND SWORN to before me:

this _____ day of _____, 20 _____

(Signature)

(Print Name)

My Commission Expires: _____, 20 _____

Bidding Contractor's Company Name: _____ Initials: _____



SUBCONTRACTOR – FIRST TIER – LISTING – RETURN EACH FORM SINGLE SIDED

NAME OF BIDDING COMPANY: _____

PHYSICAL STREET ADDRESS: _____

CITY / STATE / ZIP: _____

1. List Approximate Percent (%) of Work Your Company will actually Perform: _____

2. Do You Intend on using Subcontractor(s) for this Project? Yes No

3. (If Yes, you must show on this form the name and information of All First Tier Subcontractors performing work that will be associated with this Bid.) Attach additional sheets if necessary. This form needs to be completed to the best of the Bidder’s ability at time of bid. If Bidder is Awarded Contract a final subcontractor list will be submitted prior to Notice to Proceed. **PRINT ALL INFORMATION**

SUBCONTRACTOR – FIRST TIER - LIST

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

Business Name: _____ Trade: _____
Address: _____ Contact: _____
Phone: _____ Years of Experience: _____
UBI No.: _____

The Bidder hereby certifies that the information contained in this Proposed Subcontractor List, including any attached sheets, is accurate, complete, and current:

Print Name of Authorized Official

Title

Signature

Date

Bidding Contractor’s Company Name: _____ Initials: _____



**SUMMARY OF HARASSMENT AND DISCRIMINATION
RETURN EACH FORM SINGLE SIDED**

KCHA prohibits harassment and discrimination based on race, color, national origin, citizenship status, creed, religion, sex, age, marital or veteran’s status, physical or mental disability, sexual orientation, political ideology, or any other basis protected by law (“protected status”). This policy applies to KCHA’s employees, vendors, contractors, visitors and others who conduct business with KCHA. The following are examples of prohibited conduct. This list is not exclusive; employees should see KCHA’s Personnel Policies and Procedures for more details and vendors/contractors should contact the Human Resources Department for more details:

- Unwelcome conduct based on protected status when sufficiently severe or pervasive to create a hostile work environment; or a supervisor’s improper conduct results in a tangible change in an employee’s status or benefits (demotion, termination, etc.).
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made an implicit or explicit condition of employment; (2) submission to or rejection of such conduct affects employment opportunities or decisions; or (3) such conduct interferes with an employee’s work or creates an intimidating, hostile or offensive work environment.
- Sexually suggestive or racially derogatory words, pictures, videos, cartoons, emails, etc.
- Leering, staring in a sexually suggestive manner or making offensive remarks about looks, clothing, or body.
- Touching in a way that may make an individual feel uncomfortable, such as patting, pinching or intentional brushing against another’s body.
- Gestures, pictures or drawings which would offend a particular racial or ethnic group or other protected class.
- Comments about an individual’s skin color, accent, or other racial/ethnic characteristics.
- Disparaging remarks or stereotypes about an individual’s gender, race, birthplace, ethnicity or ancestry.
- Negative comments about an individual’s religious beliefs (or lack of religious beliefs).
- Negative comments regarding an individual’s age if age 40 and over.
- Derogatory or intimidating references to an employee’s mental or physical impairment.

Anyone who has been harassed and/or discriminated against is expected to promptly report the alleged incident(s) to the Supervisor, Department Director, Director of Human Resources, Deputy Executive Director/Chief Administrative Officer or the Executive Director. KCHA will protect the confidentiality of such complaints to the extent possible. Complaints will be promptly, thoroughly and impartially investigated and KCHA will take immediate and appropriate corrective action when it determines that harassment has occurred. Individuals who make complaints or provide information related to complaints will be protected from retaliation.

The Bidder hereby certifies that the information contained above is understood and agreed upon.

Bidder’s Company Name: _____

Print Name of Authorized Official

Title

Signature

Date

Bidding Contractor’s Company Name: _____ Initials: _____



WMBE SURVEY – RETURN EACH FORM SINGLE SIDED

PLEASE COMPLETE THIS SURVEY AND RETURN WITH YOUR BID / PROPOSAL DOCUMENTS.
NOT SUBMITTING THIS SURVEY WILL NOT DISQUALIFY YOUR BID/PROPOSAL.
THIS IS FOR INFORMATIONAL PURPOSES ONLY.

Bidding Company Name: _____
Address: _____
City / State / Zip: _____

Type of Business: _____ Incorporated – Federal ID#: _____
_____ Sole Proprietorship – SS#: _____
_____ Other – Describe: _____

WMBE: _____ Yes _____ No
Describe: _____ Disadvantage Owned (Disabled – DBE)
_____ Women Owned (WBE)
_____ Minority Owned (MBE or MWBE) (Check Applicable)
_____ 1. White American _____ 4. Hispanic American
_____ 2. Black American _____ 5. Asian – Pacific American
_____ 3. Native American _____ 6. Hasidic Jew

Registered WMBE: _____ Yes _____ No _____ Registration in Progress

Authorized Signer _____ Print Name and Title _____ Date _____

FOR KCHA USE ONLY: IF THIS COMPANY HAS BEEN AWARDED THE CONTRACT, FORWARD THIS FORM

**TO: Tim Baker – KCHA Senior Management Analyst
Phone: 206-574-1111 Email: timb@kcha.org**

Bidding Contractor's Company Name: _____ Initials: _____



CONTRACTOR’S SUPPLIED SCHEDULE – RETURN EACH FORM SINGLE SIDED

- A. Gantt-Chart Schedule: Submit to the Owner a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Final Master Project Schedule within fourteen (14) days of date after Letter of Award. Base schedule on the Preliminary Master Project Schedule and whatever updating and feedback was received since the start of Project. The Gantt-Chart Final Master Project Schedule can be either in MS Project or equivalent format.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three (3) months or longer to complete, indicate an estimated completion percentage in ten (10%) percent increments within time bar.
- C. Contractor's Final Master Project Schedule Updating: At two (2) week intervals, update schedule to reflect actual construction progress and activities. Issue schedule three (3) days before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.

**CONTRACTOR
TO INSERT
PRELIMINARY
MASTER PROJECT
SCHEDULE HERE
MUST BE IN
MICROSOFT PROJECT,
PRIMAVERA or SIMILAR**

Bidding Contractor’s Company Name: _____ Initials: _____



BB - SECTION

NO PARTICIPATION for Bid Package

BB.1 No Participation Form



NO PARTICIPATION RESPONSE FORM

IF YOU CHOOSE NOT TO BID ON THIS PROJECT

RETURN ONLY THIS FORM PRIOR TO THE BID DUE DATE.

(NOT RETURNING THIS DOCUMENT COULD RESULT IN YOUR NAME BEING REMOVED FROM FURTHER KCHA SOLICITATIONS.)

BID DUE DATE: November 15, 2023
PROJECT NAME: Nike Manor Fire Restoration
RETURN FORM TO: donaldh@kcha.org

****NOTE: Contractors have the option to mail in the No Participation Response Form, but this form must be received by the deadline of 1:00PM. KCHA does not recommend mailing in this form due to possible complications or difficulties that may arise with the mail delivery.**

If using the mail please return the form to: KING COUNTY HOUSING AUTHORITY
ATTN: Don Hatfield, Project Manager
700 Andover Park West, Suite C
Tukwila, WA 98188

1. My Company is NOT BIDDING on this Contract because: (check all response(s) that apply:

- Does not perform the requested type of work
- Has other work which would interfere with the proposed work schedule
- Job is too big
- Job is too small
- Can't meet the bonding and/or insurance requirements
- The documents were not received in time to prepare a bid
- The specifications were not clear. Please describe:

Other:

2. I would have Bid on this Contract if:

COMPANY NAME: _____

ADDRESS: _____

CITY-STATE-ZIP _____

SIGNATURE: _____
PRINCIPAL OR OFFICER DATE

C - SECTION

CONTRACT DOCUMENTS for Bid Package

- C.1 Construction Contract and General Conditions – Sample Template
- C.2 Performance and Payment Bond with Directions (for projects \$35,000 & over)
- C.3 Certificate as to Corporate Principal (If Performance & Payment Bonds are required)
- C.4 Instructions to Bidders for Insurance Requirements
- C.5 Site Specific Safety Plan – List of Plan Requirements
- C.6 Subcontractor Verification
- C.7 Certification of Compliance with Washington State Wage Payment Statutes
- C.8 Vendor Set Up Form

If selected, the documents that are numbered 2 through 7 will need to be submitted prior to the “Notice of Award” along with a copy of the completed Statement of Intent to Pay Prevailing Wages that you have filed with the Washington State Department of Labor and Industries.

CONSTRUCTION CONTRACT / GENERAL CONDITION SAMPLES

**PLEASE SEE ATTACHED
AIA DOCUMENTS**

DRAFT AIA® Document A101™ – 2017

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

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

CONTRACT NUMBER:

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

KING COUNTY HOUSING AUTHORITY
600 Andover Park West
Tukwila, Washington 98188

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

NAME OF CONTRACTOR
Street Address
City, State Zip

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

NAME OF SITE
Street Address
City, State Zip
PROJECT NAME:

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

NAME OF ARCHITECT OR ENGINEER
Street Address
City, State Zip

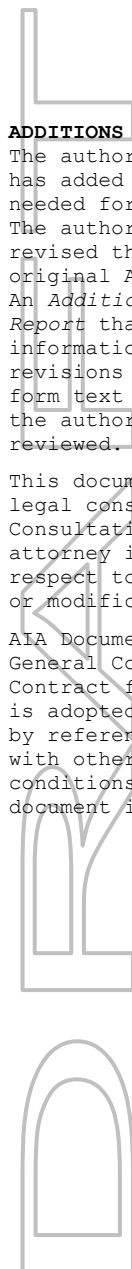
The Owner and Contractor agree as follows.

In consideration of the mutual covenants and agreements herein contained, the Contractor agrees to furnish all labor, material, tools, equipment, and other items necessary to perform and complete all work described in the contract documents. This agreement includes Owner Directed Work Items. The Owner Directed Work Items may or may not be completed under this agreement. If the Owner elects to exclude any or all Owner Directed Work Items, an adjustment shall be made to this Agreement.

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

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



{426/612.052/02533546-2}
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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall comply with the Detailed Summary of the Scope of Work per **Exhibit A**.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- [« »] The date of this Agreement.
- [X] A date set forth in a notice to proceed issued by the Owner.
- [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- [« »]

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work, as indicated in the **Notice to Proceed**.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work no later than the date stipulated in the **Notice to Proceed**.

Portion of Work	Dates
Contract – Start Date	Month, Day, Year
Construction Period	Month, Day, Year to Month, Day, Year
Substantial Completion Date	Month, Day, Year
Physical Completion Date	Month, Day, Year (Liquidated Damages Start)
Contract – Final Completion Date	Month, Day, Year

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Alternate Number and Description	Price
<input type="text"/>	<input type="text"/>

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

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

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

Allowance Description	Price
Owner’s Contingency	<input type="text"/>

§ 4.4 Unit prices, if any:

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

Unit prices will be used for unforeseen conditions where small quantities are needed. An unforeseen condition requiring large quantities resulting in a substantial change in the scope of work will not be considered applicable for unit pricing. Large deviations in the Scope of Work will be evaluated and addressed through a change order process as stipulated in the Contract Documents.

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

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Timely performance and completion of the Work is essential to the Owner and Time limits stated in the Agreement are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work or Contract Completion of the entire project does not occur in the time limits defined in the Agreement. Liquidated Damages will not be assessed as a penalty, but as Liquidated Damages for breach of contract. The amount is fixed and agreed upon by the Contractor and Owner due to the extreme difficulty and impracticability of fixing and ascertaining the actual damages the Owner would sustain. This amount is construed as an actual amount of damages to the Owner and may be retained by the Owner and deducted from any payment to the Contractor for obligations in the Agreement. If different and separate completion dates are stated in the Agreement for separate parts or stages of the Work, the amount of Liquidated Damages shall apply and may be assessed on those parts or those stages of the Work which are delayed. The Owner therefore may impose and assess Liquidated Damages in the following amount **per calendar day**:

§ 4.6 Other:

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

NA

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

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

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

NA

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the **25th** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the **25th** day of the **following** month.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.3.1 Applications for Payment may be delayed by Owner should any criteria listed in A201™-2017 General Conditions Section 9.5.1 be evident or if the As-Built Documents have not been updated per Division 01 10 10 Scope of Work Section 2.0.B.6.

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.; and

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

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

§ 5.1.6.3 The General Contractor Certification upon the Application for Payment form, per **Exhibit B will accompany each Application for Payment**. By submitting an Application for Payment, the Contractor certifies, agrees and warrants to the Owner as follows:

.1 The Contractor has made full payment to all laborers, subcontractors and suppliers of material and equipment whose charges were included in any prior Application for Payment, subject only to (a) retainage at the contract rate, and (b) the matters set forth below or on an attachment hereto.

.2 The Contractor knows of no one making a claim for payment other than those included in the current Application for Payment, who will be paid when the current Application for Payment is paid by the Owner, except as noted below or on an attachment hereto.

.3 In consideration of payments made by the Owner, the Contractor hereby waives and releases any and all claims and demands against Owner and the Project for all periods up to and including the period covered by this Application for Payment, subject only to (a) receipt of payment of the current Application, (b) applicable retainage, and (c) the matters set forth below or on an attachment hereto.

§ 5.1.7 Retainage

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

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

«Five Percent » « 5% »

§ 5.1.7.1.1 The following items are not subject to retainage:

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

« NA »

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

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

« NA »

§ 5.1.7.3 Retainage shall be held at the rate stated in § 5.1.7.1 for the duration of the project. There shall be no reduction or limitation of retainage. There shall also be no early release of retainage by the Owner to the Contractor. The Owner must obtain all releases in relation to Contractor Compliance from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Department of Employment Security prior to any release of retention by the Owner to the Contractor.

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Application for Payment has been approved by the Owner;
- .3 verification of final Affidavits of Wages Paid (L&I) is provided by the Contractor to the Owner;
- .4 final Review and Approval of all Certified Payroll Documents for all Prevailing Wages.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the Owner's approval of the Final Application for Payment,

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Any claim between the Owner and Contractor shall be resolved in accordance with the provisions set forth in Article 15 of AIA Document A201-2017.

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Nikki Parrott, Director of Capital Construction & Weatherization
«», Project Manager
«», Construction Coordinator
«», Project Engineer

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

«», President

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

Certificate of Liability Insurance Requirements:	Limit	(Exhibit - C)
Builders Risk Insurance:	Coverage	(Exhibit - C)
Performance and Payment Bond:	Completed Value of Project	(Exhibit - C)
	Gross Contract Amount	100%

§ 8.6 Other provisions:

§ 8.6.1 Section 3: Instruction, Requirements and Income Guidelines

§ 8.6.1.1 The Contractor shall comply with all requirements of the Section 3 Program for Economic Opportunities providing to the greatest extent possible, job training, employment and contract opportunities for low and very low income residents including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youthbuild participants, as defined at 24 CFR Part 75 per Exhibit D.1-D.3 and as designated in AIA A201-2017, Section 18 of the General Conditions.

§ 8.6.2 Davis-Bacon / HUD Non-Routine Maintenance / State Prevailing Wage Certified Payroll

§ 8.6.2.1 The Contractor shall comply with requirements and regulations of the Davis-Bacon Act per E.0 & E.1.

.1 Payment of Wages to Workers shall be weekly.

- .2 Certified Payroll Reports recording wages paid to each worker will be submitted to the Owner weekly.
- .3 Failure to submit weekly Certified Payroll Reports or errors in payroll reports for the Contractor and any and all Subcontractors, and any Lower Tier Subcontractors will be cause for the Owner to suspend or delay Contract Progress Payments.
- .4 The Owner shall withhold progress payments until all issues regarding full compliance with the submission of Certified Payroll Reports are resolved to the complete and full satisfaction of the Owner.
- .5 The Contractor is required and shall perform a complete review of all Certified Payroll Reports including those of the Contractor, and all Subcontractors and any and all Lower Tier Subcontractors prior to the submission of the reports by the Contractor to the Owner.

.6 The Wage Decision for this project is:

(Check one of the following boxes.)

Davis-Bacon

Construction Type **Decision No.** **Modification No.** **, Date**

HUD Non-Routine Maintenance

Date

WA State Prevailing

Effective Date **County**

§ 8.6.3 Prevailing Wage Exemption

§ 8.6.3.1 For all contracts with a Bid Date of **May 15, 2011** or later:

- .1 When a Contractor claims an exemption from State Prevailing Wage Requirements on HUD Projects, the Contractor and all Subcontractors and all tiers must file an Intent and Affidavit with the Washington State Department of Labor and Industries for that project.
- .2 The Statement of Intent must also include an Exemption Claim stating that the project is exempt from the payment of State Prevailing Wage Rates based on the Housing Act of 1937 and 24CFR 965.101 and further stating that all workers will be paid in accordance with the requirements of the Davis-Bacon Wage Requirements, per **Exhibit E.2**.
- .3 Pursuant to RCW 39.12.040, the Owner will not make any payments to a Contractor who has not submitted an Intent Form that has been approved by the Washington State Department of Labor and Industries Industrial Statistician, or release funds retained until the Contractor and all subcontractors have submitted Affidavit forms that have been certified by the Industrial Statistician.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Drawings

Number	Title	Date
Refer to Exhibit F	Drawings Table of Contents	

- .4 Specifications

Section	Title	Date	Pages
Refer to Exhibit G	Specifications Table of Contents		

- .5 Addenda, if any:

Number	Date	Pages

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

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

Bid Documents

.1	Contractor's Bid Documents	Exhibit H
.2	Contractor's Company COVID – 19 Protection Protocols	Exhibit I
.3	Contractor's Site Specific COVID- 19 Safety Plan	Exhibit J



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

KING COUNTY HOUSING AUTHORITY

XXX CONSTRUCTION COMPANY

OWNER (Signature)

 Name (Print)

 Title (Print)

CONTRACTOR (Signature)

 Name (Print)

 Title (Print)

Contractor's License No.: <<>

EXHIBIT OVERVIEW:

DESCRIPTION

CROSS REFERENCE

Exhibit – A	Detailed Summary of Scope of Work	Contractor Scope of Work	Article 2
Exhibit – B	Application for Payment	GC Certification	5.1.6.3
Exhibit – C	Insurance Requirements	Limits	8.5.1
		Coverage	8.5.1
		Builders Risk	8.5.1
Exhibit – D.1	Section 3 Documents	Business Certification	8.6.1
Exhibit – D.2	Section 3 Documents	Individual Certification & FAQ's	8.6.1
Exhibit – D.3	Section 3 Documents	Labor Hours Benchmark Status Report	8.6.1
Exhibit – E.0	Certified Payroll	Preliminary CPR Overview	8.6.2
Exhibit – E.1	Certified Payroll	Requirements for Certified Payroll	8.6.2
Exhibit – E.2	Prevailing Wage Exemption	Statement of Intent	8.6.3.1
Exhibit – F	Drawings	Table of Contents	9.1.3
Exhibit – G	Specifications	Table of Contents	9.1.4
Exhibit – H	Contractor's Bid Documents	Contractor's Bid Documents	9.1.6.1
Exhibit – I	Contractor's Company COVID-19 Protection Protocols		9.1.6.2
Exhibit – J	Contractor's Site Specific COVID-19 Safety Plan		9.1.6.3

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

CONTRACT NUMBER:

for the following PROJECT:

(Name and location or address)

NAME OF SITE

Street Address

City, State Zip

PROJECT NAME:

THE OWNER:

(Name, legal status and address)

KING COUNTY HOUSING AUTHORITY

600 Andover Park West

Tukwila, Washington 98188

THE CONTRACTOR:

(Name, legal status and address)

CONTRACTOR'S NAME

Address

City, State Zip

THE ARCHITECT and/or THE ENGINEER:

(Name, legal status and address)

ARCHITECT/ENGINEER NAME

Address

City, State Zip

ADDITIONS AND DELETIONS:

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

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

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

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TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES
16	FEDERAL PROVISIONS
17	AUDITS AND INSPECTIONS
18	SECTION 3



INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,

3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,

4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7,

9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for

Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written 3.7.4, 3.12.8, 3.14.2, 9.3.2, 11.3.1,
13.3, 13.4.2
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2

Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2,
9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4,
14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3,
7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3,
8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2,
15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,
11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, **3.17**

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
7

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS
1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.12, 3.13, 3.15.1, 5.2.1,

6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2 7.3.7

Labor Disputes

8.3.1

Laws and Regulations 4.1.1

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.12, 3.13, 3.15.1, 5.2.1,

6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2,

10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,

12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1.2

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7,

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to

Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2, 7.3.7.4

PERSONS AND PROPERTY, PROTECTION

OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and Samples at the Site, Documents and
3.11, **3.12**, 4.2.7
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,

5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,

15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, **11.3**

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,

15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 For the purposes of this Agreement the Owner has provided sufficient and adequate funding for this project. The Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the additional professional design services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the professional design services, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.1.4 Progress Meetings. The Contractor shall schedule and conduct meetings with the Owner and as determined by the Owner with the Architect also present, to discuss such matters as procedures, progress, coordination, and the Final Project Schedules. The Contractor shall prepare, record, and promptly distribute minutes of each progress meeting to each attendee and identified stakeholders. The Contractor shall also provide a short-term look-ahead schedule for presentation and review at each progress meeting. The short-term schedule shall be in sufficient detail to allow the Contractor and Owner to make any necessary schedule modifications to maintain the progress of the Work and for adherence to the time frames stipulated in the Agreement. The following shall also be included in the progress meeting agenda:

- .1 Coordination of architectural, structural, mechanical, electrical, civil work or any other item associated with the Work.
- .2 Measures to mitigate adverse effects of construction on the residents of the development during construction.
- .3 Resolving issues with governing agencies.
- .4 Status of submittals, RFI's, COR's and COR's.
- .5 Site safety and associated issues.
- .6 Segregated and comingled material recycling reports.
- .7 Section 3 compliance and status.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

- .1 If there is a discrepancy between Scope of Work, Specifications and/or Drawings, the Scope of Work shall take precedence followed by the Specifications and lastly the drawings.

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

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner, and shall propose alternative means, methods, techniques, sequences, or procedures. The Owner shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Owner objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Owner in accordance with Section 3.12.8, the Contractor may make substitutions only with the consent of the Owner, and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality, new and in conformance with the Contract Documents unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay permits other than those acquired and paid by the Owners.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contract shall provide the required tenant notices as directed by the Owner.

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.9 Superintendent

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

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

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

§ 3.9.4 The Contractor's Superintendent(s) shall be physically present at the jobsite from daily commencement of work to daily completion of work. The site shall be managed daily without interruption. Daily commencement and daily completion are defined as the actual hours of operation for the project.

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Owner, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal

schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. Contractor to be in compliance with Section 6002 of the Solid Waste Disposal Act as amended by Resource Conservation & Recovery Act.

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner. Contractor is to be in compliance with the Right of Inventions Act (37 CFR Part 401).

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner will provide administration of the Contract as described in the Contract Documents during construction until the date the Owner issues the final Certificate for Payment.

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

§ 4.2.3 On the basis of the site visits, the Owner will identify (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 The Owner will conduct a mandatory pre-construction meeting with the Contractor. The meeting will include but is not limited to a review of the scope of work, project schedules, general requirements for construction work, jobsite security, staging and storage areas, material recycling and salvage, jobsite cleanup, and tests, samples and construction observation. The meeting will also include a review of the submittal process for applications for payment, the change order process, the process for progress payments, the final application for payment, and release of retention. A review of the Certified Payroll process will also be conducted. A separate Certified Payroll training session will be conducted by the Owner with the Contractor and with each subcontractor.

§ 4.2.5 A separate meeting will be also be conducted to review the Section 3 plan submitted by the Contractor and to review of the Section 3 reporting procedures.

§ 4.2.6 The Contractor shall contact the local jurisdiction to conduct a pre-construction conference with building officials and other local agencies as applicable for the project.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other directly about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Owner. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

§ 4.2.7 The Owner and/or Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner and/or Architect's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's professional judgment to permit adequate review. Review of such submittals is not conducted for the

purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Owner's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Owner and/or Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's and/or Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.11 The Owner will interpret and decide matters concerning performance under, and requirements of, the Contract Documents. The Owner's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Owner will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings..

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. The Contractor shall ensure that all and any Subcontractor(s) are not on any Debarment Lists and are Not Excluded from performing work on Federally Funded Projects. The Contractor shall provide written evidence of such to the Owner prior to the commencement of work.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.2.6 The Contractor is obligated to comply with all Davis-Bacon and/or State Prevailing regulations if applicable, and shall inform all Subcontractors of this mandatory requirement. Strict compliance of the provisions of certified payrolls and monitoring of that compliance is a direct responsibility of the Contractor for each Subcontractor. Failure of the Contractor to monitor Davis-Bacon requirements including certified payroll compliance by Subcontractors, as evidenced by the Owner’s review and written correction notices provided to the Contractor of non-compliance, will result in delay of progress payments to the Contractor by the Owner.

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1

- .1 The Owner anticipates that it will desire the Contractor to accomplish Work that was not able to be reasonably defined in sufficient detail during the solicitation for Bids for this Project. The

- Contractor agrees to perform such Owner Directed Work in accordance with the Contract Documents.
- .2 A fixed sum has been determined by the Owner for each individual and separate Owner Directed Work Item. The total Contract Amount includes the lump sum total of all combined Owner Directed Work Items. It is at the Sole Discretion and Decision of the Owner to Authorize the Contractor to proceed with each individual Owner Directed Work Item. If any or all Owner Directed Work Items are determined to be excluded from the Work, the Owner will provide a Change Order to the Contractor to deduct those amounts from the Contract.
 - .3 If any or all Owner Directed Work Items are authorized by the Owner to be completed. The Owner will issue an Owner Directed Work Order to the Contractor for that Work Item.
 - .4 For each Owner Directed Work Order issued to the Owner, the Contractor shall provide a complete and detailed cost estimate for that item to the Owner. The Contractor's estimate shall be approved by the Owner, prior to the commencement of any Owner Directed Work. Adjustments to the Contract may be made as an additive or deductive Change Order as determined by the difference between the Owner Directed Work Item Allowance, the Final Approved Estimated Cost as submitted by the Contractor, and the final Analysis of the Cost as conducted by the Owner.
 - .5 The Contractor shall provide a complete and accurate time and material account and reconciliation report to the Owner for each issued work authorization for each Owner Directed Work Item.
 - .6 Owner Directed Work Items are defined in the Contract Documents.

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

All changes in the Work shall be completed for a Fixed Fee.

- .1 Overhead, Profit, and General Conditions
 - (a.) The allowed markup shall cover all indirect project costs, including but not limited to: project Overhead, Profit, and General Conditions
 - (b.) The Contractor shall be allowed a maximum of 14% Overhead, Profit, and General Conditions, on the cost of craft labor, equipment, small tools and materials for self-performed Change Order work.
 - (c.) The Contractor shall be allowed a maximum of 8% Overhead, Profit, and General Conditions on the cost of craft labor, equipment, small tools and materials for Subcontractor Change Order work. The Contractor is not allowed to take a profit on the profit of the Subcontractor, as stated in form HUD-5370, section 29.
 - (d.) A Subcontractor shall be allowed a maximum of 14% of the cost of craft labor, equipment, materials, and small tools for Overhead, Profit, and General Conditions, for performing self-performed Change Order work.
 - (e.) A Lower Tier Subcontractor shall be allowed a maximum of 14% of the cost of craft labor, equipment, materials, and small tools for Overhead, Profit, and General Conditions, for performing Change Order work.

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

§ 7.3.1

A Construction Change Directive shall be provided as stipulated by the Owner and in accordance with the King County Housing Authority Change Order Request documents (COR) per Exhibit as designated in Document A101-2017, Article 9.1.7.2. The COR is a written order prepared by the Owner and signed by the Owner and upon Owner's request, by the Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The Owner's Change Order Request / Change Order Approval Form (COR/COA) per Exhibit as designated in Contract Document A101-2017, Article 9.1.7.2, including the General Contractor Breakdown Summary (GC-COR) Exhibit, and the Subcontractor Breakdown Summary (SC-COR) Exhibit, shall be used by the Contractor for all construction change directives.

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

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment using AIA Form G701 and AIA Form G702 and in accordance with Article 5 of A101-2017 prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Section 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly release Payment for the amount for which the Owner is able to make such representations. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued an Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. The Owner shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Contractor for written acceptance of responsibilities assigned in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly notify the Contractor that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Application for Payment is due and payable. The Owner's acceptance will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, upon application by

the Contractor and certification by the Owner, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not there is reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

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

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

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

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a

response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be

made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

ARTICLE 16 Federal Provisions

§ 16.1 Prohibition Against the Use of Lead Based Paint

The Contractor shall comply with the prohibition against the use of lead based paint contained in the Lead Based Paint Poisoning Act (42 USC 4821-4846) as implemented by 24 CFR Part 35.

§ 16.2 Federal Health, Safety, and Accident Prevention

The Contractor shall ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under the construction safety and health standards promulgated by the Secretary of Labor by regulation. The Contractor shall comply with §5.07 and with the regulations and standards issued by the Secretary of Labor at 29 CFR Parts 1904 and 1926 Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 9154, 83 Stat. 96), 40 USC 3701 to 3708 et seq.

§ 16.3 Clean Air and Water Applicable to Contracts in Excess Of \$150,000

The Contractor shall comply with all requirements of the United States Environmental Protection Agency (EPA) 40 CFR Part 15, 42 USC 7401, 33 USC 1251 et seq., the Federal Water Pollution Control Act 33 USC 1281 et seq., and Executive Order 11738.

§ 16.4 Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) in Washington State and the Federal Energy Policy and Conservation Act (42 USC 6201).

§ 16.5 Labor Standards; Davis-Bacon and Related Acts, if Applicable

The Contractor shall comply with all provisions of the Davis-Bacon Act and Related Acts such as the Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, Equal Employment Opportunity 41 CFR Part 60 or similar related Acts for Federal Labor Standards for this Contract. The Contractor is responsible for the full compliance of all employers, including the Contractor, Subcontractors, and all the Lower-Tier Subcontractors with the Labor Standards Provisions applicable to this Project.

§ 16.6 Interest of Member of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit. Copeland Anti-Kickback Act 40 USC 3145.

§ 16.7 Interest of Members, Officers, Commissioners and Employees, or Former Members, Officers and Employees

No member, officer, or employee of King County Housing Authority, no member of the Governing body of the locality in which the project is situated, no member of the governing body in which the Owner was activated, and no other public official or such who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

§ 16.8 Organization Conflicts of Interest

- .1 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 the work under this Contract and the Contractor's organizational, financial, contractual or other interests are such as:
 - .a Award of the Contract may result in an unfair competitive advantage; or
 - .b The Contractor's objectivity in performing the Contract Work may be impaired.
- .2 The Contractor agrees that if after award they discover an organizational conflict of interest with respect to this Contract, they shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action, which the Contractor has taken or intend to take to eliminate or neutralize the conflict. The Owner may, however, terminate the Contract if it deems the action to be in the best interest of the Owner.
- .3 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 Contract for default.
- .4 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 Contract for default.

§ 16.9 Lobbying

Contractor shall be in compliance with the Byrd Anti-Lobbying Amendment 31 USC 3145.

§ 17 Audits and Inspections

The records and documents with respect to all matters covered by this Contract 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 this Contract. The Owner shall have the right to an annual audit of the Contractor's financial statement and condition.

- .1 The Contractor 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 this Contract and other such records as may be deemed necessary by the Owner to ensure proper accounting for all funds contributed by the Owner to the performance of this Contract and compliance with this Contract.
- .2 The Owner shall maintain these records for a period of six (6) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14

§ 18 Section 3 – Instructions, Requirements and Income Guidelines, if Applicable

Contractor shall comply with all requirements of the Section 3 Program for economic opportunities providing to the greatest extent possible, job training employment and contract opportunities for low or very low income residents including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 (“Section 3 Regulations”) per the Exhibit, as designated in AIA Contract Document A101-2007, Section 8.6.1.

§ 18.1 The work to be performed under this contract is subject to the requirements of the Section 3 Regulations. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants.

§ 18.2 The parties to this contract agree to comply with HUD's Section 3 Regulations. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.

§ 18.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

§ 18.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3 Regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.

§ 18.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.

§ 18.6 Noncompliance with Section 3 Regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

§ 18.7 The Contractor shall submit to the Owner a Section 3 Work Plan, including hiring and subcontracting activities, and an Individual Certification Form for each person that is assigned to the project, prior to the contract execution. The Contractor will submit to the Owner with each Application for Payment the Section 3 Labor Hours Benchmark Status Report and any Individual Certification Form(s) for persons not initially assigned to the project prior to the contract execution. Noncompliance, incorrect, or missing documents will result in progress payments being withheld until all issues are resolved to the satisfaction of the Owner.

§ 18.8 Section 3 Employment and Training. Without limiting Contractor's obligation to comply with Section 3 Regulations, Contractor specifically agrees to use best efforts to provide employment and training opportunities to Section 3 workers in the following order of priority:

- .1 To residents of the KCHA development where the work is being performed;
- .2 To residents of other KCHA developments or for residents of Section 8–assisted housing managed by KCHA;
- .3 To participants in YouthBuild programs; and
- .4 To low- and very low-income persons residing within the Puget Sound Area.

§ 18.8 Section 3 Contracting. Without limiting Contractor's obligation to comply with Section 3 Regulations,

Contractor specifically agrees to use best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- .1 To Section 3 business concerns that provide economic opportunities for KCHA residents of the development where the work is being performed;
- .2 To Section 3 business concerns that provide economic opportunities for KCHA residents of other KCHA developments or Section-8 assisted housing managed by KCHA;
- .3 To YouthBuild programs; and
- .4 To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the Puget Sound Area.

§ 19 OTHER INFORMATIVE INFORMATION

§ 19.1 Certificate of Endorsement, Final Project Schedule, Subcontractor List, Performance and Payment Bond and Section 3 Plan must be received and approved by the Owner prior to the issuance of the Notice to Proceed.



PERFORMANCE AND PAYMENT BOND INSTRUCTIONS

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND PAYMENT BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall not be less than required by the Specifications.
4. If the Principals are partners or joint venturers, each member shall execute the bond as an individual and state its place of residence.
5. If the principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, it shall so state and affix a scroll or adhesive seal following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the Secretary or Assistant Secretary thereof under the corporate seal, or copies attached to such records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The Rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged
10. The signature of a witness shall appear in the appropriate place attending to the signature of each party of the bond.
11. Type or print the name underneath each signature appearing on the bond
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.



PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, That we the Undersigned, _____

as **PRINCIPAL**, and _____ as **SURETY** are held and bound unto the **KING COUNTY HOUSING AUTHORITY** of Seattle, Washington, hereinafter called the Public Housing Authority in the penal sum of:

\$ _____ and No/100 (\$ _____) **DOLLARS**, lawful money of the United States, for the payment of which Lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a certain Contract with the Public Housing Authority dated _____, 20____, a copy of which is hereto attached and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully perform the Contract and all duly authorized modifications thereof, during its original term and any extensions thereof that may be granted and during any guaranty period for which the Contract provides, and if the Principal shall fully satisfy all claims arising out of the prosecution of the Work under the contract and shall fully indemnify the Public Housing Authority for all expenses which it may incur by reason of such claims, including its attorney’s fees and court costs, and if the Principal shall make full payment to all persons supplying labor, services, materials, or equipment in the prosecution of the Work under the contract, in default of which such persons shall have a direct right of action hereupon, and if the Principal shall pay or cause to be paid all sales and use taxes payable as a result of the performance of the Contract as well as payment of gasoline and special motor fuels taxes in the performance of the Contract and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect. No modification of the Contract or extension of the term thereof, nor any forbearance on the part of the Public Housing Authority, shall in any way release the Principal or the Surety from liability hereunder. Notice to the Surety of any such modification, extension, or forbearance is hereby waived.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____ 20____.

WITNESS: _____ _____	_____ (Individual Principal)	(Seal)
_____ _____	_____ (Business Address)	
_____ _____	_____ (Individual Principal)	(Seal)
_____ _____	_____ (Business Address)	
ATTEST: _____ _____	_____ (Corporate Principal)	
_____ _____	_____ (Business Address)	
	_____ (By)	(Corporate Seal)
	_____ (Title)	
ATTEST: _____ _____	_____ (Surety)	
_____ _____	_____ (Business Address)	
	_____ (By)	(Corporate Seal)
	_____ (Title)	

The Rate of Premium on this Bond is \$ _____ per thousand.
The Total Amount of Premium Charges is \$ _____
(The above is to be filled in by Surety Company. * Power of Attorney of person signing for Surety Company must be attached.)



CERTIFICATE AS TO CORPORATE PRINCIPAL

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the President / Vice President / Secretary / _____ of the Entity: Corporation /LLC / _____, named as the Principal in the foregoing bond. The authorized Official of the named bonding agent who signed the said bond on behalf of the Principal, hereby certifies that said bond was fully signed, sealed and attested for and in behalf of said Entity by authority of its Governing body.

Named Bonding Agent: _____

Affix Corporate Seal / Authorized Signature:

KING COUNTY HOUSING AUTHORITY INSURANCE REQUIREMENTS**INSTRUCTIONS / ENDORSEMENT INFORMATION FOR
COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE****A. INSURED CONTRACTOR:**

1. In order to reduce problems and time delays in providing evidence of insurance to the King County Housing Authority you are requested to give your insurance agent or broker a copy of *the Insurance Requirements Sheet along with the Instructions/Endorsement Form(s) for Completing, Executing, and Submitting Evidence of Insurance.*
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State.
3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.

B. INSURANCE AGENT OR BROKER:

1. The appropriate Endorsement Form shall include:
 - a. King County Housing Authority as Additional Insured
 - b. State that the Contractor's Insurance Is Primary
 - c. State King County Housing Authority's Insurance Is Non-Contributory In Claims Settlement Funding

PLEASE NOTE: King County Housing Authority **WILL NOT ACCEPT** Certificates of Insurance Alone.

2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included. In each instance, King County Housing Authority shall be named as additionally insured on the appropriate endorsement forms.
3. You shall have an authorized representative of the insurance company forward the completed endorsement forms with his/her phone number noted at the bottom of the page, to King County Housing Authority.
4. The name of the Insurance Company underwriting the coverage and its address shall be noted on the endorsement form.
5. The "General description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to either the specific King County Housing Authority's:
 - a. Project or Site Name
 - b. Contract Number
 - c. Lease Number
 - d. Permit Number
 - e. Construction Approval Number



NIKE MANOR
CONTRACT DOCUMENTS C.4

6. The Coverage and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc. so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with King County Housing Authority's requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.
9. When additional sheets are attached, change the number of pages at the bottom of the form to so indicate.
10. Completed Endorsement(s) including cancellation notices and questions relating to the required insurance are to be directed to:

KING COUNTY HOUSING AUTHORITY
ATTN: CAPITAL CONSTRUCTION DEPARTMENT
700 ANDOVER PARK WEST, SUITE C
TUKWILA, WA 98188

11. Improperly Completed Endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
12. For extensions or renewals on insurance policies which have King County Housing Authority Endorsement Form(s) attached, the Housing Authority will accept a copy of the endorsement to extend the period of coverage as evidence of continued coverage.

C. MINIMUM LIMITS:

1. REFER TO "Insurance Requirements" attached.

INSURANCE REQUIREMENTS FOR BUILDING TRADE CONTRACTORS *(with Construction Risks)***The Awarded Contractor shall comply as follows:**

Contractor shall procure and maintain, at their expense, for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

THE KING COUNTY HOUSING AUTHORITY (AUTHORITY) SHALL BE NAMED AS ADDITIONALLY INSURED ON THE APPROPRIATE ENDORSEMENT FORMS.**MINIMUM SCOPE OF INSURANCE:**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage including Products / Completed Operations.
2. Insurance Services Office covering any Owned, Leased, Hired and Non-owned, and Automobile Liability.
3. Workers' Compensation insurance as required by State law and Employers Liability coverage.
4. Builders Risk (Property / Course of Construction insurance covering for all risks of loss for all projects in excess of \$250,000.)
5. Professional Liability / Errors and Omission (when applicable).

MINIMUM LIMITS OF INSURANCE:

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate, including \$1,000,000 Products / Completed Operations 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 general aggregate limit shall apply separately to this project / location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury / property damage.
3. Employer's Liability / Washington Stop Gap: \$1,000,000 per accident for bodily injury, sickness or disease.
4. Builder Risk (Property) / Course of Construction: Completed value of the project.
5. Professional Liability / Errors and Omissions: \$1,000,000 per claim; \$2,000,000 aggregate (when applicable).

DEDUCTIBLES AND SELF-INSURED RETENTIONS:

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its successors and assigns, director, officers, officials, employees, agents, partners and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority 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 Authority's interests.

OTHER INSURANCE PROVISIONS:

General Liability and Automobile Liability Policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its successors and assigns, director, officers, officials, employees, agents, partners, and volunteers are to be covered as additional insureds with respect to (i) general liability arising out of work done or operations performed by or on behalf of the contractor, including materials, parts or equipment furnished in respect to 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 equivalent¹** as long as it provides additional insured coverage, and **not** limited to the minimum acceptable as required herein, for completed operations; (ii) automobile liability arising out of vehicles owned, leased, hired, or borrowed by or on behalf of the Contractor; (iii) 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 and if a Claims Made policy is not renewed or replaced, then evidence of an extended reporting period of six (6) years shall be provided.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its successors and assigns, director, officers, officials, employees, agents, partners and volunteers. Any insurance or self-insurance maintained or expired by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor on behalf of itself and its liability insurance carriers release and waive any claims and subrogation rights against The Authority, its successors and assigns, director, officers, officials, employees, agents, partners, and volunteers. The Contractor agrees that they will cause its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefore, the Contractor shall pay the same.
4. 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) without prior written notice given to the Authority through certified mail, with return receipt requested.
5. 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.

Builders Risk / Course of Construction Policies shall contain the following provisions:

1. The Authority and its insurers shall be named as loss payees.
2. The insurer shall waive all rights of subrogation against the Authority, its successors and assigns, director, officers, officials, employees, agents, partners and volunteers.

¹ "Equivalent" means that any endorsements provided must have the equivalent coverage of the listed endorsements. NOTE: This may cost the Contract extra money to get this coverage.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. Contractors must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE:

Contractor shall furnish the Authority with **original certificates** and **amendatory endorsements** affecting coverage required by this clause. The endorsements should be on forms provided by the Authority or on other than the Authority's forms, provided those endorsements conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority before work commences in sufficient time to permit Contractor to remedy any deficiencies. The Authority 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.

SUBCONTRACTORS:

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

INDEMNIFICATION AND HOLD HARMLESS:

1. To the fullest extent permitted by law the Contractor hereby agrees to indemnify and hold harmless the KCHA, its successors and assigns, directors, officials, officers and employees, volunteers, partners and agents (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 attorneys' fees arising or resulting from the performance of the Work, 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 this Contract or its performance; PROVIDED, however, that the Contractor shall not be required to so indemnify any such Indemnitees against liability for damages caused by or resulting from the sole negligence of Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of the Indemnitees and the Contractor or anyone acting on the Contractor's behalf, then the Contractor's indemnity hereunder shall be limited to the extent of the negligence of the Contractor, its successors and assigns, et al.
2. The foregoing indemnity is specifically and expressly intended to constitute waiver of the Contractor's immunity under Washington's Industrial Act, RCW Title 51, and that this waiver has been specifically negotiated and agreed upon by the parties.
3. 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 this Contract to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as Indemnitee, and failure to do so shall constitute a material breach of this Contract by the Contractor.

SITE SPECIFIC SAFETY PLAN REQUIREMENTS

Following is a list of the elements that are typically addressed in a construction site specific safety plan. A site specific safety plan will be one of the required post-selection documents be submitted by the contractor selected through this bid solicitation.

NOTE: For any project that requires entry into occupied units, the Contractor’s Site Specific Safety Plan **will be required** to describe the specific construction techniques and use of PPE designed planned to keep the tenants and the workers safe from COVID-19 virus transmission.

The selected contractor with responsible for obtaining similar plans from all subcontractors and for the supervision and enforcement of safety requirements on the site. The contractor’s Site-Specific Safety Plan will be submitted to KCHA before any work can begin. The Plan will need to address the following:

1. An initial job/job-site safety orientation and a schedule of weekly safety meetings that show employees and subcontractors what they need to know to perform their job assignments safely.
2. Details how and when to report on-the-job injuries.
3. Identifies on-site available 1st Aid / CPR trained personnel, readily accessible first-aid on the job site and/or access to the nearest clinic or hospital from the job site.
4. Identifies what to do in an emergency, including how to exit the workplace.
5. Lists the required personal protective equipment (PPE) and describes the proper use and care of the PPE.
6. Details the on-site Haz-Com Program that identifies hazardous materials (Asbestos, Lead) or chemicals including instruction about the safe use and storage.
7. Designates an on-site representative responsible for job-site Safety.
8. Designates who is responsible for performing and recording regular periodic site reviews, and inspections for your employees and subcontractors.
9. Describes programs related to housekeeping and jobsite safety.
10. Outlines the job-site specific fall protection plan.
11. Describes electrical and/or power generation controls on-site.
12. Has provisions for trenching /excavations and/or confined space entry.
13. Has provisions for “masking-up”.



SUB-CONTRACTOR VERIFICATION FORM

It is the responsibility of the General Contractor to obtain and verify the Subcontractor’s Information described below. For compliance, the General Contractor must submit a copy of the Subcontractor Verification form prior to the sub starting work. A copy of the Affidavit of Intent form must accompany the applicable Certified Payroll. Without these forms, the Pay Application maybe withheld.

KCHA will review subcontractors’ qualifications, safety record, and the history of compliance (including subcontractor’s principals working under another company name) with labor and other state and federal laws. Based on this review, KCHA reserves the right at its sole discretion to reject subcontractors and require the selected General Contractor to replace or substitute a subcontractor with one acceptable to KCHA.

Name of Company: _____

Physical Address: _____

Contact Name and Title _____

Email Address: _____ Phone No.: _____

WA State Contractor’s License: _____ UBI Number: _____

Employment Security Number: _____ L&I’s Workers’ Comp. Acct. ID: _____

Federal Tax ID Number: _____ DUNS Number: _____

SUB-CONTRACTOR IS A(N): Individual Partnership* Corporation** – in state of _____

* If Partnership, provide Full Name(s) and Address(es) of all parties

** If your company is “also known as (AKA)” or “doing business as (DBA) list all names

SUB-CONTRACTOR’S EXPERIENCE MODIFICATION RATE (EMR): 2020____; 2021____; 2022____;
(If sub-contractor is self-insured, attached proof of EMR stated, showing complete worksheet calculations).

Sub-Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

NOTE: The penalty for making false statement in offer is prescribed in 18 U.S.C. 1001.

SUBMITTED ON : _____ Day of _____, 20____

Signature of General Contractor

Name of General Contractor (Print)

Title of General Contractor (Print)

Date



CERTIFICATION OF COMPLIANCE WITH WASHINGTON STATE WAGE PAYMENT STATUTES

The Bidder hereby certifies that, within the three year period immediately preceding the bid solicitation date of _____, that 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 WA State Department of Labor & Industries of through a civil judgement entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed name

Title

Date

City

State

Check one:
Individual Partnership Joint Venture Corporation

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

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

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



Vendor Set-up Form (Alternative W-9)

FOR KCHA USE ONLY	Submitted by: _____	Vendor Number: _____	Date: _____
-------------------	---------------------	----------------------	-------------

Name (as shown on your income tax return):

Business name/disregard entity name, **if different from above**:

Check appropriate box for Federal tax classification (required):

Individual S Corporation Trust/Estate Other (see instructions)
 C Corporation Partnership Exempt Payee
 Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S Corporation, P=Partnerships) >> _____

1099 Address (number, street, and apt. or suite no.): City, State, and Zip Code: Telephone:

Remit to address (if different from above): City, State, and Zip Code: Email:

Taxpayer Identification Number (TIN)	PROVIDE ONE ONLY
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).	SSN: _____ EIN: _____

Terms of Payment Net 30 Net 10th of Month Other _____

Net 10 Due upon receipt

*Section-3: Yes No *Questions can be directed to KCHA Section 3 Coordinator 206-826-5335

WMBE: MINORITY OWNED (MBE OR MWBE) WOMEN OWNED (WBE) Not Applicable

1. White American 4. Hispanic American NONE OF THE ABOVE (NEC)
 2. Black American 5. Asian Pacific American Other _____
 3. Native American 6. Hasidic Jew

Certification

Under the penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: a) I am exempt from backup withholding, or b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person. See instructions

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition of abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments to other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

SIGN HERE	Signature of U.S. Person: _____	Date: _____
------------------	---------------------------------	-------------

Return completed form to King County Housing Authority, 600 Andover Park West, Tukwila, WA 98188
 See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

General Instructions:
 Purpose of the Form: Establish or update a vendor account with the King County Housing Authority. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the King County Housing Authority (KCHA) requirements for vendor establishment.

Complete form if:

- You are a U.S. person (including a resident alien);
- You are a vendor that provides goods or services to KCHA; AND
- You will receive payment from KCHA

D - SECTION

THIRD PARTY REPORTS

D.1 Limited Lead-Based Paint Inspection Report

Limited Lead-Based Paint Inspection Report

Nike Manor - Unit 27
3535 South 239th Street
Kent, Washington 98032

Prepared for:
Michael Cuadra
King County Housing Authority
700 Andover Park West
Seattle, WA 98188

August 10, 2023
PBS Project No. 40573.254



214 EAST GALER STREET
SUITE 300
SEATTLE, WA 98102
206.233.9639 MAIN
866.727.0140 FAX
PBSUSA.COM

LIMITED LEAD-BASED PAINT INSPECTION REPORT

Nike Manor - Unit 27
3535 South 239th St.
Kent, Washington 98032

Prepared for:
King County Housing Authority
700 Andover Park West
Seattle, WA 98188

This report is for the exclusive use of the client and is not to be photographed, photocopied, or similarly reproduced, in total or in part, without the express written consent of the client and/or PBS Engineering and Environmental Inc.

Prepared by:

PBS Engineering and Environmental Inc.
214 East Galer Street, Suite 300
Seattle, Washington 98102



TABLE OF CONTENTS

1 IDENTIFYING INFORMATION 1

2 LEAD-BASED PAINT INSPECTION 2

2.1 Site Information..... 2

2.2 Lead-Based Paint Inspection and Sampling 2

 2.2.1 XRF Sampling..... 2

 2.2.2 Bulk Paint-Chip Sampling 3

2.3 Components with Lead-Based Paint..... 3

2.4 Deteriorated Lead-Based Paint Surfaces..... 3

SUPPORTING DATA

TAB 1: XRF Data Sheets and Lab Reports

TAB 2: Certifications

1 IDENTIFYING INFORMATION**BUILDING DATA**

Nike Manor - Unit 27
3535 South 239th Street
Kent, WA 98032

CLIENT DATA

King County Housing Authority
600 Andover Park West
Seattle, WA 98188
Attn: Michael Cuadra

SCOPE OF ASSESSMENT

At the direction of KCHA, PBS Engineering and Environmental, Inc. (PBS) conducted a lead-based paint inspection of Nike Manor - Unit 27 on August 3, 2023. This inspection was limited to Unit 27 and not intended to meet the requirements of a multi-family, facility-wide lead-based paint inspection per Chapter 7: Lead-Based Paint Inspection of the U.S. Department of Housing and Urban Development (HUD), Guidelines for the Evaluation of Lead-Based Paint Hazards in Housing (HUD Guidelines). However, the testing methodology for this limited inspection was performed in accordance with the methodology set forth in Chapter 7 of the HUD Guidelines.

CERTIFICATIONS**Lead Risk Assessor**

Janet Murphy
State of Washington
Department of Community, Trade and Economic Development
Risk Assessor Certification No: 0258, Expiration Date: 3/8/25



Signature

August 10, 2023

Date

Firm

PBS Engineering and Environmental
214 East Galer Street, Suite 300
Seattle, Washington 98102
Telephone: 206.223.963

Certification No: 178
Expiration Date: 9/3/24

2 LEAD-BASED PAINT INSPECTION

2.1 Site Information

Nike Manor is a multi-family residential housing complex consisting of 30 houses and a Community Center. PBS Engineering and Environmental Inc. (PBS) was requested by King County Public Housing to complete a lead survey of Unit 27. Interior finishes in Unit 27 include 12" vinyl floor throughout. Walls and ceilings throughout are textured gypsum wallboard. The exterior vinyl siding over older wood siding. Windows and doors have vinyl or wood frames. Domestic water is heated via individual water heaters. The unit is heated via gas furnaces.

Architectural finishes are uniform throughout. The majority of the interior components are painted. Walls are painted gypsum wallboard. Windows inside have wood frames with white paint. Doors are painted wood or metal. Exterior door frames are vinyl or paint on wood. Exterior windows are vinyl.

Unit 27 had been badly damaged due to fire. At the time of the survey the exterior wood soffits were demolished and not there. Ceilings had collapsed onto the floor. Most of the doors and interior walls were burned and charred by the fire and smoke. Most painted surfaces were bubbled or peeling. The flooring was covered with burned debris and water.

2.2 Lead-Based Paint Inspection and Sampling

According to information provided by KCHA, Nike Manor was constructed in 1953. PBS was requested by KCHA to inspect only 3535 South 239th Street (Unit 27).

2.2.1 XRF Sampling

The presence of lead in paint was determined through x-ray fluorescence spectroscopy. A handheld Thermo Scientific Niton XLP. X-Ray Fluorescence Analyzer (XRF), Model 300A Serial # 102877 operating in lead paint mode was used to perform a surface by surface lead paint inspection of each painted surface in the selected units and other building areas. Calibration was checked based on the requirements of the Performance Characteristic Sheet for the XRF Analyzer. All calibration readings were within the tolerance for this instrument. No substrate correction is required with this instrument.

HUD and the Environmental Protection Agency (EPA) have set 1.0 milligrams per square centimeter (mg/cm²) as the threshold limit for lead-based paint as determined through X-Ray Fluorescence (XRF) testing. HUD and EPA have set 5,000 parts per million (ppm) or 0.5 percent by atomic absorption spectroscopy (AAS) laboratory analysis as the threshold limit for lead-based paint. Paint that is known to contain lead levels less than those described above does not have to be evaluated, although all deteriorated paint (paint surfaces in poor condition) should be repaired because it may contain lower levels of lead that may contribute to lead dust or lead contaminated soil hazards.

The "Side" information presented on the XRF data sheets is in relation to the side of the rooms, or building exteriors where the street address is located. The inspector/risk assessor used the address side of each residence as the basis to establish side "A". Sides B, C, and D follow in clockwise rotation.

Please refer to the XRF Sample Data Table located in Tab 1 for a complete list of XRF samples.

2.2.2 Bulk Paint-Chip Sampling

Bulk paint chip samples were also collected.

The following table lists the results of AAS paint chip samples that were collected.

Sample Number	Building/Location	Paint/Component	Lead %
PB 1	Kitchen	White/Gypsum/Ceiling	<0.0052
PB 2	Bathroom	Tan/ Gypsum/Wall	0.037
PB 3	Front Door	Brown/Metal/Door Frame	<0.0056
PB 4	Under Vinyl Siding	Gray/Wood/Siding	2.8
PB 5	Front Entry	White/Metal/Rail	0.036
PB 6	Garage	White/Wood/Soffit	<0.0048
PB 7	Living Room	White/Gypsum/Wall	<0.0049
PB 8	At Front Door	White/Wood/Shelving	<0.0050
PB 9	Bedroom One Sil	White/Wood/Sil	<0.0051
PB 10	Closet Door	Brown/Wood/Door	<0.0052

2.3 Components with Lead-Based Paint

The following painted surfaces contain lead above the HUD level of 1.0 mg/cm² by XRF or 0.5% by AAS.

- Original exterior wood siding - under vinyl siding;
- Original exterior trim - under vinyl siding.

2.4 Deteriorated Lead-Based Paint Surfaces

PBS was not able to inspect the condition of the exterior wood siding and trim because it was concealed under vinyl siding.

TAB 1

XRF Data Sheets and Lab Reports

Reading No	Time	Component	Substrate	Side	Condition	Color	Room	Building Unit	Results	Lead mg/cm2
1	8/3/2023 10:59	NIST				YELLOW		NIKE UNIT 27	Positive	1.2
2	8/3/2023 11:00	NIST				YELLOW		NIKE UNIT 27	Positive	1.4
3	8/3/2023 11:00	NIST				YELLOW		NIKE UNIT 27	Positive	1.4
4	8/3/2023 11:02	CEILING	DRYWALL		PEELING	WHITE	KITCHEN	NIKE UNIT 27	Negative	0
5	8/3/2023 11:03	WALL	DRYWALL	A	PEELING	WHITE	KITCHEN	NIKE UNIT 27	Negative	0
6	8/3/2023 11:04	WALL	DRYWALL	B	PEELING	WHITE	KITCHEN	NIKE UNIT 27	Negative	0.3
7	8/3/2023 11:04	WALL	DRYWALL	C	PEELING	WHITE	KITCHEN	NIKE UNIT 27	Negative	0
8	8/3/2023 11:05	WINDOW SIL	WOOD	A	PEELING	WHITE	KITCHEN	NIKE UNIT 27	Negative	0.29
9	8/3/2023 11:06	CEILING	DRYWALL		PEELING	WHITE	LIVING ROOM	NIKE UNIT 27	Negative	0.19
10	8/3/2023 11:07	WALL	DRYWALL	A	PEELING	WHITE	LIVING ROOM	NIKE UNIT 27	Negative	0.28
11	8/3/2023 11:08	WALL	DRYWALL	B	PEELING	WHITE	LIVING ROOM	NIKE UNIT 27	Negative	0.27
12	8/3/2023 11:08	WALL	DRYWALL	C	PEELING	WHITE	LIVING ROOM	NIKE UNIT 27	Negative	0.5
13	8/3/2023 11:09	WALL	DRYWALL	D	PEELING	WHITE	LIVING ROOM	NIKE UNIT 27	Negative	0.16
14	8/3/2023 11:10	WINDOW SIL	WOOD	C	PEELING	WHITE	LIVING ROOM	NIKE UNIT 27	Negative	0
15	8/3/2023 11:11	SIDING	WOOD	C	INTACT	GRAY	EXTERIOR	NIKE UNIT 27	Positive	2.8
16	8/3/2023 11:12	SIDING	WOOD	D	INTACT	GRAY	EXTERIOR	NIKE UNIT 27	Positive	3
17	8/3/2023 11:13	CEILING	DRYWALL		INTACT	WHITE	HALL	NIKE UNIT 27	Negative	0
18	8/3/2023 11:14	WALL	DRYWALL	A	INTACT	WHITE	HALL	NIKE UNIT 27	Negative	0
19	8/3/2023 11:14	WALL	DRYWALL	B	INTACT	WHITE	HALL	NIKE UNIT 27	Negative	0
20	8/3/2023 11:14	WALL	DRYWALL	C	INTACT	WHITE	HALL	NIKE UNIT 27	Negative	0
21	8/3/2023 11:15	WALL	DRYWALL	D	INTACT	WHITE	HALL	NIKE UNIT 27	Negative	0
22	8/3/2023 11:16	CEILING	DRYWALL		INTACT	WHITE	BEDROOM 1	NIKE UNIT 27	Negative	0
23	8/3/2023 11:16	WALL	DRYWALL	A	INTACT	WHITE	BEDROOM 1	NIKE UNIT 27	Negative	0
24	8/3/2023 11:16	WALL	DRYWALL	B	INTACT	WHITE	BEDROOM 1	NIKE UNIT 27	Negative	0
25	8/3/2023 11:17	WALL	DRYWALL	C	INTACT	WHITE	BEDROOM 1	NIKE UNIT 27	Negative	0
26	8/3/2023 11:17	WALL	DRYWALL	D	INTACT	WHITE	BEDROOM 1	NIKE UNIT 27	Negative	0
27	8/3/2023 11:18	WINDOW SIL	WOOD	C	INTACT	WHITE	BEDROOM 1	NIKE UNIT 27	Negative	0
28	8/3/2023 11:19	CEILING	WOOD		PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
29	8/3/2023 11:20	WALL	DRYWALL	A	PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
30	8/3/2023 11:21	WALL	DRYWALL	B	PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
31	8/3/2023 11:21	WALL	DRYWALL	C	PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
32	8/3/2023 11:21	WALL	DRYWALL	D	PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
33	8/3/2023 11:22	WINDOW SIL	WOOD	C	INTACT	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
34	8/3/2023 11:22	DOOR	WOOD	A	PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
35	8/3/2023 11:23	DOOR	WOOD	A	PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
36	8/3/2023 11:23	DOOR FRAME	WOOD	A	PEELING	WHITE	BEDROOM 2	NIKE UNIT 27	Negative	0
37	8/3/2023 11:24	CEILING	DRYWALL		PEELING	WHITE	BEDROOM 3	NIKE UNIT 27	Negative	0
38	8/3/2023 11:25	WALL	DRYWALL	A	PEELING	WHITE	BEDROOM 3	NIKE UNIT 27	Negative	0
39	8/3/2023 11:25	WALL	DRYWALL	B	PEELING	WHITE	BEDROOM 3	NIKE UNIT 27	Negative	0
40	8/3/2023 11:26	WALL	DRYWALL	C	PEELING	WHITE	BEDROOM 3	NIKE UNIT 27	Negative	0
41	8/3/2023 11:26	WALL	DRYWALL	D	PEELING	WHITE	BEDROOM 3	NIKE UNIT 27	Negative	0

Reading No	Time	Component	Substrate	Side	Condition	Color	Room	Building Unit	Results	Lead mg/cm2
42	8/3/2023 11:26	WINDOW SIL	WOOD	A	PEELING	WHITE	BEDROOM 3	NIKE UNIT 27	Negative	0
43	8/3/2023 11:27	DOOR	WOOD	B	PEELING	BROWN	BEDROOM 3	NIKE UNIT 27	Negative	0
44	8/3/2023 11:27	DOOR FRAME	WOOD	B	PEELING	WHITE	BEDROOM 3	NIKE UNIT 27	Negative	0.01
45	8/3/2023 11:28	CEILING	DRYWALL		PEELING	WHITE	BATHROOM	NIKE UNIT 27	Negative	0
46	8/3/2023 11:29	WALL	DRYWALL	A	PEELING	WHITE	BATHROOM	NIKE UNIT 27	Negative	0
47	8/3/2023 11:29	WALL	DRYWALL	B	PEELING	WHITE	BATHROOM	NIKE UNIT 27	Negative	0
48	8/3/2023 11:29	WALL	DRYWALL	C	PEELING	WHITE	BATHROOM	NIKE UNIT 27	Negative	0
49	8/3/2023 11:30	WALL	DRYWALL	D	PEELING	WHITE	BATHROOM	NIKE UNIT 27	Negative	0
50	8/3/2023 11:31	CEILING	DRYWALL		PEELING	WHITE	RESTROOM	NIKE UNIT 27	Negative	0.02
51	8/3/2023 11:32	WALL	DRYWALL	A	PEELING	WHITE	RESTROOM	NIKE UNIT 27	Negative	0.01
52	8/3/2023 11:32	WALL	DRYWALL	B	PEELING	WHITE	RESTROOM	NIKE UNIT 27	Negative	0.03
53	8/3/2023 11:32	WALL	DRYWALL	C	PEELING	WHITE	RESTROOM	NIKE UNIT 27	Negative	0.05
54	8/3/2023 11:33	WALL	DRYWALL	D	PEELING	WHITE	RESTROOM	NIKE UNIT 27	Negative	0.01
55	8/3/2023 11:33	CEILING	DRYWALL		PEELING	WHITE	LINEN CLOSET	NIKE UNIT 27	Negative	0
56	8/3/2023 11:34	WALL	DRYWALL	A	PEELING	WHITE	LINEN CLOSET	NIKE UNIT 27	Negative	0
57	8/3/2023 11:34	WALL	DRYWALL	B	PEELING	WHITE	LINEN CLOSET	NIKE UNIT 27	Negative	0
58	8/3/2023 11:34	WALL	DRYWALL	C	PEELING	WHITE	LINEN CLOSET	NIKE UNIT 27	Negative	0
59	8/3/2023 11:35	WALL	DRYWALL	D	PEELING	WHITE	LINEN CLOSET	NIKE UNIT 27	Negative	0
60	8/3/2023 11:36	CEILING	DRYWALL		PEELING	WHITE	KITCHEN STORAGE	NIKE UNIT 27	Negative	0
61	8/3/2023 11:36	WALL	DRYWALL	A	PEELING	WHITE	KITCHEN STORAGE	NIKE UNIT 27	Negative	0
62	8/3/2023 11:36	WALL	DRYWALL	B	PEELING	WHITE	KITCHEN STORAGE	NIKE UNIT 27	Negative	0
63	8/3/2023 11:37	WALL	DRYWALL	C	PEELING	WHITE	KITCHEN STORAGE	NIKE UNIT 27	Negative	0
64	8/3/2023 11:37	WALL	DRYWALL	D	PEELING	WHITE	KITCHEN STORAGE	NIKE UNIT 27	Negative	0
65	8/3/2023 11:38	DOOR	WOOD	D	PEELING	BROWN	KITCHEN STORAGE	NIKE UNIT 27	Negative	0
66	8/3/2023 11:38	FRONT DOOR	WOOD	D	PEELING	BROWN	EXTERIOR	NIKE UNIT 27	Negative	0
67	8/3/2023 11:40	COLUMN	WOOD	A	INTACT	GRAY	GARAGE	NIKE UNIT 27	Negative	0
68	8/3/2023 11:41	BEAM	WOOD	A	INTACT	GRAY	GARAGE	NIKE UNIT 27	Negative	0
69	8/3/2023 11:41	DOOR	WOOD	A	INTACT	GRAY	GARAGE	NIKE UNIT 27	Negative	0
70	8/3/2023 11:42	DOOR FRAME	WOOD	A	INTACT	GRAY	GARAGE	NIKE UNIT 27	Negative	0
71	8/3/2023 11:43	TRIM AT ROOF	WOOD	A	INTACT	WHITE	GARAGE	NIKE UNIT 27	Negative	0
72	8/3/2023 11:43	TRIM AT ROOF	WOOD	B	INTACT	WHITE	GARAGE	NIKE UNIT 27	Negative	0
73	8/3/2023 11:43	TRIM AT ROOF	WOOD	C	INTACT	WHITE	GARAGE	NIKE UNIT 27	Negative	0.02
74	8/3/2023 11:44	TRIM AT ROOF	WOOD	D	INTACT	WHITE	GARAGE	NIKE UNIT 27	Negative	0

E - SECTION

DRAWINGS & SPECIFICATIONS

- E.1 Scope of Work and Technical Specifications**
- E.2 Drawings (if not included – see attached)**

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

SCOPE OF WORK

DIVISION 1 – GENERAL REQUIREMENTS

01 10 00	Summary
01 26 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 31 00	Project Management & Coordination
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities & Controls
01 60 00	Product Requirements
01 73 00	Execution
01 73 29	Cutting and Patching
01 74 19	Construction Waste Management
01 77 00	Closeout
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents
*****	KCHA Pay Application Form (sample)
*****	KCHA Substitute Request Form (sample)

DIVISION 06 – WOOD & PLASTICS

06 20 00	Finish Carpentry
06 41 16	Cabinetry and Countertops

DIVISION 07 – THERMAL MOISTURE CONTROL

07 25 00	Weather Resistant Barrier
07 46 46	Fiber Cement Siding and Trim

DIVISION 08 – DOORS & WINDOWS

08 53 13	Vinyl Windows
08 71 00	Door Hardware Exterior

DIVISION 09 – FINISHES

09 21 00	Dense Glass
09 21 00	Gypsum Wallboard
09 65 13	Resilient Base and Accessories
09 65 19	Resilient Tile Flooring
09 91 13	Exterior Painting
09 91 23	Interior Painting

DIVISION 10 – SPECIALTIES

10 28 00	Toilet and Bath Accessories
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DIVISION 12 – FURNISHINGS

12 21 16	Window Coverings
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KCHA – NIKE MANOR FIRE RESTORATION
CAPITAL CONSTRUCTION DEPARTMENT

DIVISION 22 – PLUMBING

22 00 00 Plumbing General Conditions

22 40 00 Plumbing Fixtures

DIVISION 26 – ELECTRICAL

26 27 26 Switches and Receptacles

LIST OF DRAWINGS

SHEET INDEX

A0.0	COVER, PROJECT INFO,
A0.1	CODE INFORMATION
A0.2	CODE INFORMATION, ENERGY CODE
A1.0	MAIN FLOOR PLAN
A2.0	ELEVATIONS
E1.0	MAIN FLOOR ELECTRICAL
M1.0	MECHANICAL PLAN
D1.0	DETAILS
D1.1	PENETRATION FLASHING

TABLE OF CONTENTS – SCOPE OF WORK

- 1.0 Project Summary**
- 2.0 Project Administration Requirements**
 - A. Pre-construction**
 - B. Construction Administration**
 - C. Closeout**
- 3.0 General Requirements**
 - A. Acknowledgement**
 - B. Staffing and Experience**
 - C. Quality Assurance and Quality Control**
 - D. Inspection of Work**
 - E. Site Requirements**
 - 1. Work Hours
 - 2. Restrictions
 - 3. Contractor Responsibilities
 - F. Project Phasing**
- 4.0 Safety, Protection and Restoration**
 - A. Safety**
 - B. Protection**
 - C. Restoration**
 - D. Hazardous Material**
- 5.0 Divisions (See Specification Sections for complete details)**
 - Division 1 General Conditions**
 - A. Site Staging and Deliveries
 - B. Temporary Facilities
 - Division 2 Site Construction**
 - A. Selective Demolition
 - Division 5 Metals**
 - A. H Channel
 - Division 6 Wood and Plastics**
 - A. Rough Carpentry Wood
 - B. Interior Finish Carpentry
 - C. Exterior Finish Carpentry
 - Division 7 Thermal and Moisture Protection**
 - A. Weather Resistant Barrier
 - B. Fiber Cement Siding
 - C. Sheet Metal, Flashing & Trim

Division 7 Thermal and Moisture Protection (cont.)

- D. Joint Sealants
- E. Insulation

Division 8 Doors and Windows

- A. Exterior Fiberglass Doors
- B. Interior Doors
- C. Vinyl Windows
- D. Door Hardware
- E. Access Door

Division 9 Finishes

- A. Gypsum Wallboard
- B. Exterior Paint
- C. Interior Paint
- D. Cabinetry
- E. Carpet/Vinyl/Rubber Base

Division 10 Specialties

- A. Toilet and Bath Accessories

Division 11 Equipment

- A. Appliances

Division 12 Furnishings

- A. Vertical Louvered Blinds
- B. Pre Formed Counter Tops

Division 22 Plumbing

- A. Plumbing Equipment

Division 23 Heating, Ventilating, and Air-Conditioning (HVAC)

- A. Exhaust Fan
- B. Electric Furnace

Division 26 Electrical

- A. Electrical

SCOPE OF WORK

1.0 PROJECT SUMMARY

Nike Manor is a single-family framed house and is currently unoccupied. It was built in 1949 and is a wood-framed building over a concrete floor. The exterior walls consist of 2 x 4 framing with T1-11 plywood for exterior siding. The objective of this remodeling project is to restore, repair, and upgrade a single-story, 3-bedroom building that has experienced damage due to a fire incident. The scope of work includes addressing the electrical, plumbing, and damage caused by the fire. Please note that no structural damage has been identified.

Demo: Exterior

- Remove exterior vinyl siding (Soffits at carport remain, T1-11 plywood siding to remain)
- Remove ¼ green insulation board
- Remove all exterior windows
- Remove all exterior entry doors including storage door at car port
- Remove all exterior lighting
- Remove hose bibs
- Remove paint from garage floor area
- Remove and salvage downspouts for re-installation

Exterior: Install

- Install new 5/8" Denseglass sheathing on all exterior walls and gables
- Install New Tyvek Drain Wrap on all exterior walls including gables
- Supply and add bird blocks on both sides of the building at outside plate line (no vents)
- Supply and add blocking to the ridge vent (entire length of building)
- Install new fiberglass 6-panel doors at exterior doorway openings, and exterior storage room
- Install new Hardie 5/4 x 8 belly band around entire structure along with "Z" Metal
- Install new Hardie Bevel at 5" reveal
- Install new Hardie Vented Soffit panels at all overhangs and rakes including "H" Metal
- Install new Hardie panels at car port soffits with "H" channel 4 sides
- Wrap all beams with Hardie Panel 3 sides caulk all seams
- All Hardie panels to receive 5/16" H Channel, 4 sides
- Install new 5/4 x 4 corner boards
- Caulk all windows, corner boards to bevel siding and any other areas where bevel meets trim.
- Install new 1 x 2 Hardie at all areas where soffit meets wall or barges
- Install new 5/4 x 4 trim on all 4 sides of windows
- Install new 5/4 x 4 Hardie trim at all entry doors
- Install new 5/4 "Z" flashing over all doors, windows and belly band
- Install new 5/4 blocking for lights, dryer vents, electrical outlets, and hose bibs (verify size with KCHA)
- Install new 5/4 x 4 Hardie trim around exterior electrical meter box
- Install new lighting. Lighting to be mounted on 5/4 blocking
- Install new hose bibs. Hose bibs to mounted on new 5/4 blocking
- Install new vinyl windows (Contractor to verify sizes and openings) with trickle vents
- Install three (3) new entry doors with lock, deadbolt, kick plate and door knocker (Contractor to verify swings and door sizes)
- Install new 5/4 x 6 trim boards around posts in garage area
- Paint Exterior (walls, soffits, trim)
- Paint Exterior railing and attach to building securely
- Paint all new doors (inside, outside and edges for a total of six sides)
- Install new house and building numbers

- Reinstall all downspouts

Interior: Install

- Smoke seal all interior and exterior studs and wall cavities, ceiling rafters and cavities, smoke seal all overhangs on the exterior of the building along with any walls showing signs of smoke damage. Use Zinsser Shellac based primer and sealer
- Install new blow-in-type insulation in ceiling (Dense Pack)
- Install new blow-in type insulation at all exterior walls (Dense Pack)
- Install new drywall at walls and ceilings (light stipple texture) PVA all walls before texture
- Paint interior walls and ceilings
- Wrap and case all windows with wood trim
- Install new VCT tile flooring through-out entire unit
- Install new mill work (no closet doors at bedrooms or entry closet; Contractor to verify doors swing and size at all other location where doors required)
- Caulk and Paint all new millwork (doors, casings, window wraps)
- Caulk all plate lines and penetrations to roof.
- Install new closet shelving (shelving in bath, pole and shelf in bedrooms and entry closet). Refer to plans
- Install all new door hardware and millwork hardware
- Install new kitchen cabinets (refer to plan details)
- Install new rear vented range hood 30"
- Install metal vent box in exterior wall for range hood vent. Block vent with 5/4 X on the exterior
- Install new counter tops (pre-formed in kitchen)
- Install new sink, faucet and drain at kitchen
- Install 4" rubber base through-out interior of building
- Install new interior and exterior lighting (Contractor to verify ceiling or wall mount)
- Install new electrical wiring for plugs, lighting and switches (see Drawing)
- Contractor to bring electrical up to current codes
- Install new cable wiring to living room and master bedroom; terminate outside in front of building
- Contractor to ground electrical panel
- Install new smoke detectors (smoke detectors are to also have carbon detectors)
- Install new bath fans with venting to outside
- Install new duct work for dryer include dryer vent
- Install new sink and bath faucets, new shower valve, and shower trim
- Install new pedestal sink (Main Bath, Powder Room)
- Install new locking hose bibs on exterior with blocking
- Install all new ¼ turn angle stops, p-traps, braided supply lines
- Install new mirrors, TP holders, towel bars, shower-curtain rod and medicine cabinet in two bathrooms
- Install new bathtub and drain assembly
- Install new tub surround
- Install new washer box in kitchen
- Install new electric furnace including all exposed hard metal ductwork and thermostat (prior to install: insulate, drywall, texture and paint mechanical room around furnace area, including lid)
- Install new hot water tank with drain pan, seismic straps, expansion tank, water supply lines, shut-off valves and over flow line to exterior
- Install framing to bring back of kitchen wall up to 84"
- Install concrete in floor vents that are not being used
- Install new blinds at all windows.
- Install new appliances (range, refrigerator, range hood vent)

NOTE: **All removal and installation of windows will be performed by a Glazier.

NOTE: Contractor to verify all window and door openings.

A. Pre-Construction Administration

BEFORE commencement of work begins on-site the Contractor will provide the Owner the following items:

1. Project Master Schedule

- a. Completed in Microsoft Project, Primavera or similar.
- b. Must be cost loaded to reflect Schedule of Values items.
- c. Project phasing shall be integrated into master schedule.
- d. Shall include the following project milestones:
 - 1) Contract start date (CS) TBD
 - 2) Notice to Proceed (NTP) TBD
 - 3) Construction Duration (CD) Start Date/Stop Date TBD - TBD
 - 4) Substantial Completion (SC) TBD
 - 5) Physical Completion (PC) and Warranty Start Date of Entire Project TBD
 - 6) Contract Completion (CC) of Entire Project TBD

**The dates listed above are estimated milestone dates, provided to the Contractor for incorporation and inclusion in the negotiated final project Critical Path Method (CPM) schedule. These estimated dates may change. Such changes, if any, shall not result in an automatic extension of the Final Completion date. The Contractor shall make reasonable flexibility in the schedule to accommodate any such date changes in order to accomplish the interim milestone dates (NTP, CD Start/Stop, SC, PC and CC).*

2. Schedule of Values (SOV)

- a. Each item must correlate to the project schedule.
- b. Schedule of Values to contain a five (5%) percent line item for the closeout documents.
- c. Schedule of Values to reflect detailed tasks by labor and material.
- d. Contractor to include a separate line item for each item listed below:
 - 1) Overhead and Profit.
 - 2) General Conditions.
 - 3) Material and Labor for each task or based on subcontracted work. This will allow KCHA to pay for materials purchased at the beginning of the project or during the course of construction (once KCHA has established that the Contractor has ordered, has been invoiced, and has a suitable location to store materials. See Contract documents for requirements.)
 - 4) Mobilization.

3. Submittal Schedule

All submittals to King County Housing Authority (KCHA) prior to start of related work.

- a. The Contractor shall provide and manage a schedule of all submittals required on the project as listed in each specification section.
- b. Submittals will be processed with enough time for the Owner to reasonably provide feedback fourteen (14) calendar days prior to materials being delivered to the site.
- c. Any material submitted that is not listed in the project specifications will need to be submitted with a Substitution Request Form for review.

4. Site Specific Safety Plan: The Site Specific Plan should be submitted for review then kept on site during construction. Verify regular safety meetings are being held per proposed plan.

Contractor's employees and all sub-contractors' employees will be required to wear a mask if they are asked to do so by a resident or property manager while in a building or a resident's unit.

5. **Phasing and Coordination Plan** including the following (*See section 3 item I, regarding Phasing*):
 - a. Resident access plan for entry and exiting of apartment units.
 - b. Resident parking plan for proposed parking lot closings and openings.
6. **Subcontractor List** with the names all subcontractors including contact information.

*NOTE: All items stated above must be submitted and approved BEFORE Contractor commences work.

B. Construction Administration

1. **Master Schedule:** The Contractor shall maintain (update and track) the provided project master schedule using CPM for the project. This work will progress and be reflected with the project SOV. Project phasing shall be reflected in the master schedule. The Contractor is responsible for all scheduling and coordination between all trades and any other subcontractors working for the Contractor.
2. **Two (2) Week Look-Ahead:** The Contractor will provide weekly a two (2) week “look-ahead” schedule updating the relationship of this report with master project schedule. This shall be provided for review and be a topic of discussion during weekly site meetings. This schedule will be specific to the individual tasks as well as to identify work requiring site notifications and coordination.
3. **Daily Reports:** Contractor to provide copies of daily site reports on a weekly basis. The daily report will describe daily man power, weather conditions, work in progress, delays and issues. Daily report format shall be submitted (during pre-construction phase) to Owner for review.
4. **Meeting Minutes:** Contractor to manage and provide copies of meeting minutes/notes for all pre-construction, coordination, safety and weekly Owner/Architect/Contractor (OAC) meetings. Meeting minutes format to be submitted (during pre-construction phase) to Owner for review.
5. **Notices:** It is the Contractor’s responsibility to plan, coordinate and inform KCHA of work which shall require notice. Failure to provide adequate notice that results in a delay will be fully on the Contractor.
6. **As-Builts:** The Contractor will be responsible to assess and record the existing conditions of any damaged or non-working items, such as existing electrical and mechanical equipment, pipe, utilities, concrete, asphalt etc., prior to removal of work. Contractor is responsible to restore or replace all finishes that become damaged as a result of work being performed. Contractor is not responsible for repairs of existing damage. As-Built drawings shall be current-to-date and will be reviewed on-site prior to each pay application.
7. **Certified Payrolls:** All Contractor employees and all sub-contractor employees will need to know their trade classification and pay rate.
 - a. **State Prevailing Wage Rates** apply to this project and must be posted on-site at all times.
8. **Punch List:** When the Contractor has deemed the project as substantially complete, meaning all base bid work is complete and conforms to requirements of the specifications and quality standards established through the mockups and as stated in the contract documents, the Contractor and a KCHA representative shall thoroughly inspect and list work that is non-conforming that the Contractor must complete prior to final payment. The work may include incomplete or incorrect installations or incidental damage to existing finishes, material, and structures. The list shall be provided to the Owner for their review and approval. All punch list items are expected to be finished and accepted by the physical completion date.

C. Closeout Administration

1. **O&M Manuals:** One (1) hard copy and one (1) electronic copy of the Operation and Maintenance (O&M) manual for all major materials and equipment shall be supplied by the Contractor to the Owner upon Project completion and prior to request for final payment.

- a. Electronic copy to be submitted for approval prior to submitting hard copy.
 - b. O&M manual will include all warranties associated with the Work.
 - c. O&M manual will include relevant data associated with warranties and works such as
 - 1) Name of installer with all contact information.
 - 2) Name of manufacturer and location material was purchased with all contact information.
 - d. All O&M manuals are subject to Owner approval
- 2. Final As-Built Drawings:** Upon substantial completion of the Project, the marked-up set of site documents shall be converted into as-built drawings and submitted to the Owner for review and approval.
- 3. Permits Finals:** Upon physical completion of the Project, all completed permits and permit drawings to be submitted to Owner and City of Kent with final sign offs.
- 4. Punch List(s):** Upon physical completion of the Project, all lists shall be completed and signed off by the Owner.

3.0 GENERAL REQUIREMENTS

A. Acknowledgements

1. By signing the contract, the Contractor acknowledges that they have reviewed and can fully implement all administrative and physical aspects of the work as described in the project scope of work, specifications and drawings. The Contractor also acknowledges that they have completed an extensive site walk of the site and accepts the site conditions.
2. The Contractor will be responsible to assess and record the existing conditions of any damaged items, other than the scope of work, prior to removal of work. KCHA's assumption is that all items are in good working order. Contractor is responsible to restore or replace all finishes that become damaged as a result of work being performed. Contractor is not responsible for repairs of existing damage.
3. The Contractor will provide all materials, fasteners, staging, labor, equipment, and expertise necessary to provide a quality "Turnkey" project, complete with all elements of the work, safely, on time, and within budget.
4. The Owner does not foresee any change orders for work resulting in site conditions that were clearly visible and present during the Mandatory Pre-bid Site Visit. By submitting a bid the Contractor acknowledges any labor, material and equipment required for a "Turnkey" project not specifically covered in the plans and specifications has been included in their base bid.
5. The Contractor's Superintendent or Foreman will be assigned a construction master key and will be held responsible for all costs related to the re-keying should the key be lost or stolen. If the master key is lost or stolen the Contractor will be responsible for re-keying all related locksets to a new keying system by the **end of the day** the issue is reported.
6. The Contractor has and will continue to field verify all visible existing site conditions, adjacent conditions/components and quantities. If there is a discrepancy between Scope of Work, Specifications and/or Drawings, the Scope of Work shall take precedence followed by the Specifications and lastly the Drawings.
7. Any questions occurring during bidding or construction shall be resolved by direction in writing from Owner. Any issues not so resolved or any conflicts between the scope of work, specifications and plans, shall result with the Contractor bidding, furnishing and installing the most stringent condition. No exceptions. Contractor must submit an RFI if a conflict exists between the scope of work, specifications and plans.
8. It is incumbent on the Contractor to inform the Owner of any conflicts between manufacturers' requirements and the provided plans and specifications through the RFI process and prior to submitting a bid.

9. Contractor must demonstrate a comprehensive understanding that all work described in the project documents is all-inclusive and results in a complete system. Contractor to provide all materials, unless stated otherwise. All tasks must be complete with uniform fit, function, form, style and type.
10. Permits: The Owner will obtain the building permit; all other permits (including city of jurisdiction permits or agency of jurisdiction permits) are the Contractor's responsibility. Contractor shall keep permits posted and onsite at all times
11. Plans & Specifications: The Contractor shall keep all associated permits and the approved permit plan set on site at all times. The Contractor will keep and maintain, on-site, a separate but complete set of construction drawings and specifications for markups and daily use.
12. Any damage caused by construction related activities (i.e. demolition, laydown areas) to existing physical assets to remain will be the Contractor's responsibility to correct at no cost to the Owner.

B. Staffing and Experience Requirements

1. The Contractor is expected to be on-site working each consecutive weekday unless directed otherwise by Owner.
2. A qualified and experienced full time site Superintendent or Foreman will be on site at all times.
3. The Contractor shall employ a sufficient number of workers and equipment to perform the Work in a diligent and expeditious manner. KCHA expects the Contractor to adequately staff the project to maintain the schedule, including reallocating and increasing staffing as needed to correct any slippage in the schedule.
4. Contractor and sub-contractor employees shall perform all work in a professional manner. All tasks must be complete with uniform fit, function, form, style and type.
5. All trades are to have a minimum of three (3) years of experience in their given trade.
6. Tradesmen must have the proper certification to perform work or to operate specific equipment that requires certifications and/or licenses.
7. The Contractor shall immediately remove from the site any of its employees or its subcontractors' employees, as the Owner shall deem incompetent, careless, insubordinate or otherwise disruptive to the progression of the project.

C. Quality Assurance / Quality Control

1. All Work shall be performed using new materials, installed plumb, level, true to the line, free of defects, and completed in a professional workmanlike manner to provide a complete, safe, and operable "Turnkey" installation.
2. The Contractor will follow all manufacturers' requirements and recommendations for the installation of all products to maintain the integrity of all manufacturer's warranties.
3. Mockups: The Contractor will provide all mockups, within his base scope, required for the project as listed in each specification section. Mockups and color samples will be produced with enough time for the Owner to reasonably provide feedback one (1) week prior to these components being staged and implemented on site. Mockups will set expectations of quality expected for the project.
4. Quality Assurance/ Quality Control: The Contractor will provide ongoing QA/QC at each step of work and take corrective measures prior to the next element of work being performed. This will include, but is not limited to, sequencing partial punches and substantial completions throughout the project.
5. Contractor responsible for subcontractor's quality of workmanship and materials, completion of scope, and scheduling on site.

6. It is incumbent on the Contractor to inform the Owner of any conflicts between manufacturers' requirements and the provided plans and specifications through the RFI process and prior to submitting a bid.

D. Inspection of Work

1. Code Compliance: All work will be code compliant and without defect for all materials and applications at time of KCHA punch inspection.
2. Owner Progress Inspections: All work is subject to Owner inspection and approval and is the responsibility of the Contractor until it is turned over to Owner.
3. Jurisdiction Inspections (as required per permit): The Contractor is required to attend all inspections, and inform KCHA representative within 48 hours prior to such scheduled inspections. Contractor is responsible for any costs associated with re-inspections for work not approved by the Authority Having Jurisdiction.

E. Site Requirements

1. All communication and coordination will be with Owner representatives only.
2. Work shall be coordinated not to interrupt services (i.e. garbage, mail, EMS, etc.).
3. Emergency and tenant access must be maintained at all times.
4. The Contractor is required to maintain the cleanliness of the work-site; there will be daily inspections by the Owner to verify cleanliness, safety and tenant access. The Contractor will be responsible for cleanup and housekeeping of work limits, staging areas, and Contractor's parking areas by the end of each business day. Contractor to secure all equipment, materials, and tools, ensure that unfinished work areas are protected and secure prior to leaving for the weekend.
5. No noise prior to 8:00am but layout and work setup can begin at 7:30am unless permission is granted by the Owner's Representative.
6. Contractor will not enter units before 8:00AM, once proper notification has been posted by KCHA.
7. The Contractor is responsible for providing sanitary services, potable water and field office spaces for their agents. No public bathroom, drinkable water or office space is available onsite, for the Contractor or its agents.
8. The Contractor must read and comply with all safety requirements as stated in Section 4 A.
9. The Contractor is responsible for all necessary locates (both private and public), grading, and staking as required.
10. See Division 1 related to staging and deliveries.

F. General Restrictions

1. No parking in fire lanes. Fire lanes will be uninhibited at all times for first responder and tenant service access, unless otherwise approved by Fire Marshal.
2. No smoking on site by any Contractor or any of the Contractor's representatives (i.e. subcontractors, suppliers, consultants, etc.).
3. No washing out of any materials on site will be allowed. All contaminated or silt laden water must be contained and responsibly disposed of offsite.
4. No loud or offensive music is permitted.
5. No dumping on site. Contractor will not be allowed to use Owner's waste facilities.

G. Work Hours

1. Work to be performed during normal hours of operation from **8:00am to 4:30 pm**. There will be no work on weekends (unless prior approval has been granted by Owner). Owner does not pay overtime.
2. There will be no work on Owner holidays. Contractor to verify with Owner's Representative if there are any Owner holidays occurring during the duration of the project.

H. Contractor's Responsibilities

1. Contractor will be responsible to provide power for all work described. Contractor will not be allowed to use any on-site power unless prior approval has been granted by the Owner.
2. Water use available with previous approval from Owner. Contractor must obtain approval of Owner for water usage forty-eight (48) hours prior to use.
3. The Contractor is responsible for City of Kent hauling route, plans, and street use permits.

I. Project Phasing

1. The Owner's expectation is to have the building protected from the elements at the end of each work day. Each window and door replacement to be swapped out on the same day. The intent of the phasing plan is to phase the work throughout the site in a logical progression and finish in a timely manner.
2. The Contractor's phasing plan must meet Owner expectations.

4.0 SAFETY, PROTECTION & RESTORATION

A. Safety

1. Contractor shall provide and have on site at all times a site specific safety plan.
2. Contractor's employees and all sub-contractors' employees will be required to wear a mask if they are asked to do so by a resident or property manager while in a building or a resident's unit.
3. Comply with all safety and health codes within Local, State and Federal jurisdictions.
4. All work must operate within OSHA and State-equivalent (WISHA) standards and requirements.
5. The Contractor shall conduct weekly safety meetings; the minutes from these meeting are to be available to the Owner upon request. A schedule for safety meetings will be provided with the Contractor's submittal of the Safety Plan. Confirmation that the weekly safety meeting did take place and the topic of the safety meeting will be stated in the weekly site meeting minutes.
6. All workers on-site will wear high visibility vests or apparel with company logo or name that clearly identifies the workers.
7. All workers must be equipped with proper personal protective equipment (PPE) and be wearing it when appropriate or required while they are on-site (i.e. hardhat, safety glasses, ear plugs and fall arrest etc.).
8. Contractor to keep walkways free of debris, materials, tools and equipment at all times. Access must be maintained for residents at all times. If access is blocked or limited, the Contractor must ensure that a safe, alternative route can be maintained and accessed by residents.
9. The Contractor will be diligent in ensuring that all safety measures are performed at all times for all aspects of work being performed.
10. Work Areas shall be cordoned off with safety fencing and/or caution tape while work is in progress.

11. Contractor is responsible for safety and security of work areas affected by work and will provide temporary guardrails, temporary cover and/or locks for openings. Contractor's main focus is the safety of his work force and the safety of KCHA's residents and staff.
12. The Contractor is responsible to secure all materials and equipment to prevent damage and to also take precautions to prevent theft of their personal items.

B. Protection

1. Protect existing roofing, concrete walkways, paving, landscaping and all other finished surfaces which are to remain.
2. Contractor will provide protection at landscape areas where material laydown, storage, construction trailers or equipment are stored.
3. Contractor is responsible to protect and maintain all areas within the project work limits including, but not limited to, landscaping, hardscapes, exterior amenities, existing improvements, and adjacent/abutting finishes to remain (roofing, soffits, gutters etc.). If necessary,
4. See individual scope item related to protection Dust and debris control Best Management Practices (BMPs) will be applied daily in all work areas (i.e. use of tarps, water truck, street sweeper etc.).
5. All construction activities, including staging and traffic area, shall be prohibited within five (5') feet of drip lines of protected trees.

C. Restoration

1. Contractor responsible for restoration of any damage due to construction related activities. Contractor is advised to do a pre-construction walk and do an assessment with KCHA site personal prior to construction to note and document existing conditions.
2. Contractor will restore all landscape impacted by construction to existing pre-construction conditions.
3. Contractor to restore all lawn areas with Sod.
 - a. Grass areas that are identified for replacement or are damaged from construction activities are to be conditioned with new 3-way topsoil mix to a depth of (4") inches and tilled in to existing soils.
 - b. The Contractor shall roll to consolidate topsoil for areas to be sodded leaving surface smooth, uniform, firm against deep foot printing, and with a fine loose texture.
 - c. Contractor must ensure that sod is adequately watered until it becomes established and will survive through the 1 year warranty period.
 - d. Existing sod that has been removed shall be disposed of legally.
4. Planted areas that are damaged are to be conditioned with new wood chip mulch:
 - a. Will be free from deleterious materials and suitable as a top dressing.
 - b. Loosen subgrade of planting beds to a minimum of 4 inches. Remove stones larger than 1" and sticks, roots, rubbish and other extraneous matter and legally dispose. Mulch shall contain minimal nutrient content.
 - c. Areas shall be conditioned with new top soil, tilled in to a depth of two (2") inches, and then two (2") inches of mulch placed throughout the affected area. Mulch should be a minimal nutrient, non-growth promoting mulch (non-die/stain/colored, wood chip/mulch, mulch that does not promote growth) spread around the affected area and section of planting bed/box/defined area. Contractor should work with KCHA to determine limits of mulch required for the project.

D. Hazardous Materials

1. If lead based paint is known to be present, the Contractor is responsible for removal using the HUD Lead-Safe-Work protocol. HUD Lead Safe Work protocol is more restrictive than RRP

- protocols. Contractors should refresh all workers on the HUD portion of Lead Safe work Practices before the project starts. The contractor will be responsible to retain copies of all workers RRP training certificates on the work site at all times, and be able to produce them when asked.
2. Owner will make any hazardous material reports available to the Contractor. Contractor will be responsible to determine at what level of abatement and protection is required when disturbing hazardous materials.
 3. The Contractor agrees to indemnify, defend and hold the Owner harmless from any claims arising out of or relating to the improper handling of hazardous materials that may be present on site.
 4. Contractors are responsible for reviewing all Hazmat surveys provided by KCHA and must identify all areas or works that have lead base paint, or asbestos containing materials. Contractor is responsible for sharing hazmat surveys with their sub-contractors prior to any work completed on site.
 5. If traces of asbestos containing materials (ACM) are present, they should be removed by properly trained and protected personnel using appropriate work practices and engineering controls. Workers potentially working with (ACM) are advised to confirm training requirements of WISHA and to ensure that proper worker protection and work practices are implemented.
 6. The Contractor agrees to indemnify, defend and hold the Owner harmless from any claims arising out of or relating to the presence of asbestos/hazardous material in the Owner's building that the Contractor has sub-contracted the removal and legal disposal of the asbestos/hazardous material.

5.0 DIVISIONS

DIVISION 1 GENERAL CONDITIONS

A. Site Staging and Deliveries

1. Contractor will coordinate bulk material deliveries with Owner forty-eight (48) hours prior to delivers where potential for parking access will be temporarily blocked – no more than fifteen (15) minutes.
2. Contractor and subcontractors will only be allowed to off load and load up tools – no more than fifteen (15) minutes. Heavy equipment used specifically for construction will not block emergency access. Construction activities will not block parking areas not scheduled for work.
3. Contractor to use existing parking on site to stage materials in areas approved by the property manager. Property manager to designate parking spaces that will be fenced off around the perimeter and locked, to store materials for current phases of work. KCHA will work with property manager to designate areas around the building for additional material storage. No trash and debris will be stored, and must be removed from the site on a daily basis. Contractor must perform daily cleanup around staging site to ensure dust and debris does not build up in the parking lot.

B. Temporary Facilities

1. Use of onsite restroom facilities will not be permitted. Contractor is responsible for portable toilets; Contractor to consult with Owner for placement.
2. Contractor is not permitted to use tenant or building power without KCHA approval. For bidding purposes, Contractor is to provide power for this project.
3. Contractor to provide all dumpsters, job shacks, con-x boxes, fencing etc. Locations to be negotiated and approved by Owner.

DIVISION 2 SITE CONSTRUCTION

A. Demolition

Refer to Specification Section 024100 Selective Demolition.

1. The Contractor shall remove and legally dispose of all materials as required by the contract documents to allow for the installation of all new specified materials. Materials included to be removed and disposed of are as follow (but non-inclusive): exterior vinyl siding, fasteners, exterior trim, windows, exterior doors, door hardware, hose bibs, exterior lighting fixtures, , and all related envelope assembly components from structure per scope of work, drawings and specifications.
2. Contractor shall salvage and/or protect all materials as necessary until they are to be reinstalled, (i.e. select hardware, fire extinguishers and cabinets, communication boxes, pipe penetrations, etc.). This list is not all inclusive and the Contractor must verify which items are to be salvaged per the contract documents and in coordination with the Owner prior to demolition activities.
3. Install temporary barriers as necessary to protect tenants and staff during demolition Recycling efforts will be performed to the fullest extents possible as specified in the contract documents. Contractor to comply with recycling measures and reporting per Specification section 01 74 19 Construction Waste Management and Disposal.

B. Existing Utilities

1. The Contractor is responsible to locate all public and private utilities which may impact the work.
2. Contractor to verify any existing equipment, devices, fixtures, cabling, wires and conduit is in operational order prior to moving, relocating, replacing or rerouting. KCHA makes the assumption that equipment was working prior to Contractor's arrival on site and should continue to work at the end of the project.
3. Contractor to include in bid all necessary modifications, labor and parts necessary to run/re-route all existing cabling and exposed conduit. All costs associated with work noted will be Contractor's responsibility.
4. The Contractor will coordinate the decommissioning of electrical, plumbing, and HVAC elements with the Owner and respective service providers.
5. Contractor responsible for repairing all wires, cables, communication boxes etc. damaged by construction activities on same day incident occurs.
6. Contractor responsible to pull utility boxes (cable, phone and electrical meters) away from building surface to allow installation of WRB and new siding per manufacturer's instructions. It is the Owner's expectation that the Contractor will not be required to shut power off to the building or unit to install siding. These conditions must be approved by both Contractor and Owner prior to demolition.
7. Contractor is responsible to air seal and /or fire seal all penetrations, vents and appurtenances.
8. Contractor is responsible to carefully remove and protect all utility and communication services on structure to be reinstalled. Services shall be maintained and operational for duration of project unless otherwise scheduled disruption is required to perform work.
9. Terminations and caps will be clearly marked on site and recorded in the project record drawings (i.e. red line drawings or as-builts) with clear and accurate dimensions.

C. Landscaping

1. Prior to start of work, the Contractor and Owner shall walk the site identifying the condition of all trees, plants, sod and landscaping. Any trees, plants, sod etc. damaged due to construction activities must be replaced by the Contractor with like vegetation at Contractor's expense.

2. Restore all landscape impacted by construction to existing pre-construction conditions. Grass areas to be restored with sod. See requirements above in Section 4, Subsection C.

D. Locating And Utilities

1. Contractor responsible to locate all public and private utilities that may be impacted by construction work.
2. Contractor to be responsible to repair and or replace all utilities and building components damaged by construction work.

DIVISION 5 METALS

1. Contractor is to install Tamlyn "H" metal on all edges of Hardi panels.
2. All windows and doorway to have 5/4 "Z" metal over headers.
3. All belly bands to have 5/4 "Z" metal at the top.

DIVISION 6 WOOD & PLASTICS

A. Rough Carpentry

1. Contractor is responsible to shim, modify and repair minor irregularities in the assemblies in order to produce a finished product that is consistent in plane prior to cover. Existing walls and selective roof demo may require additional blocking, shimming and infill.
2. Existing walls may require additional blocking, shimming and infill. The new assembly is comprised of, new 5/8" DensGlass sheathing, Tyvek drain wrap, fiber cement board and trim nailed through 5/8" sheathing into 2x wood framing.
3. The Owner anticipates that there will be some compromised structural members and these will be addressed on a Time and Material basis. Contractor must receive KCHA approval prior to any additional work being performed outside the contract scope of work. KCHA must also document damage prior to the Contractor removing compromised components. Failure to do this may result in the contractor burdening the cost of replacement

B. Interior Finishes

1. Flooring: VCT- Armstrong Standard Excelon- Imperial Texture- Pattern: Antique White.
2. Base: Roppe-4" Rubber w/toe- Color- Fawn #140.
3. Interior windows trim: Wrapped and Cased with MDF Flat Stock 1X Wrap/ Net 9/16"x2"-1/2" flat stock for casing.
4. Casing Header: 1"x3" MDF flat stock stacked with legs on 1/2" overhang at sides.
5. Casing Legs: Net 9/16"x2"-1/2" flat stock.

C. Kitchen Cabinets- Refer to A1.0

1. Manufacturer: Kitchen Kompact
2. Style: Chadwood
3. Door : Oak recessed panel
4. Finish: Natural

D. Kitchen Countertops- Refer to A1.0

1. Hampton Bay Home Depot
2. Back Splash: Pre-formed Hampton Bay Sea Salt with waterfall edge
3. Color: Sea Salt.

E. Exterior Finish Carpentry

1. Use lengths of material that when installed provide a minimal amount of splicing. All splices are to be weather-cut in the correct direction.
2. Provide blocking and head flashings at all penetrations (i.e. solid blocking around gas meters penetrations, hose bibs, electrical panels, soffits, new lighting, exterior GFI's, venting, and any appurtenances).
3. All windows will be trimmed out with 5/4 x 4 Hardi four (4) sides. All exterior corners will be 5/4 x 4 Hardi, inside corner will be 2 x 2 cedar. Belly band will be a 5/4 x 10 Hardi.
4. All lights, electrical boxes, dryer vent, hose bibs, and kitchen range vents will be on a 5/4 X Hardie block.
5. Use 5/4 x 4 Hardi to case around the electrical meter box.

DIVISION 7 THERMAL AND MOISTURE PROTECTION

A. Insulation

1. Wall insulation: Will be blown in dense pack type from exterior to meet R-15 value.
2. Ceiling insulation: Will be blown in dense pack type to meet R-38 value.

B. Weather Resistant Barrier

1. Dupont Tyvek "Drain Wrap" incorporating all required flashing(s) at penetrations and openings.
2. Prior to mass production, the Contractor will provide a mockup of the WRB and associate flashing at openings and penetrations to demonstrate the method of installation incorporating interior and exterior corners, windows, and exterior doors that demonstrates quality and performance. The Contractor shall coordinate inspection and approval of mockup with manufacturer's and Owner's representatives prior to commencing with siding installation.
3. Upon completion of any corrective work to structure or plane, and by sequence, install all uniform weather resistant barrier, flashing, wrap and sealants prior to installation of new vinyl windows, and pre-hung fiberglass door units to meet new finish dimensions. All corners and penetrations will be sealed per manufacturer's requirements for installation.

C. Fiber Cement Siding and Trim

1. The Contractor to provide all labor and materials for the installation of a complete siding system, inclusive off all siding, (i.e. inside and outside corners, window and door casings, mounting blocks for lighting, fixtures, hose bibs), post and beam wrap and all necessary caulking and fasteners.
2. Contractor to supply and install new Tamlyn "H" channel flange to soffit panels at all edges at overhangs and gable eaves where panel meets another pane.
3. All blocking for exterior Hardi soffits to be laid in flat at all panel edges. All Hardi soffit edges to be blocked.
4. Fasteners: Stainless steel, T or pan head type as recommended by panel manufacturer, of equal or greater holding power than required by manufacturer.
5. All exterior trim shall be shimmed, planed and back cut as necessary to provide a smooth and even surface at joints.
6. Contractor is responsible to correct any substandard structural, level and plumb framing components prior to cover. The Contractor will be responsible to ensure that all existing components provide the necessary structural support for new elements to be installed, as well as flush out with existing adjacent surfaces.
7. Securely install straight, plumb, parallel, and true as appropriate.

8. Fit neatly at joints and against trim/
9. Locate joints over solid bearing.
10. Finish bevel will be at a 5" exposure.
11. Install rough side out in a true, evenly spaced horizontal course. Stagger vertical joints a minimum for 24"/
12. Secure with one nail on each stud, placed 1/4" above the top of course below. Drive nails flush and do not set.
13. Supply and install approved flashing between each joint.

D. Sheet Metal, Flashing and Trim

1. All windows head flashings shall not have any penetrations and shall have appropriate end dams formed to prevent water penetration (i.e. hemmed edges, soldered corners, plastic cement, etc.). All related finishes shall be pre-painted however, where necessary, these surfaces must be rust-proof, primed and/or can accept exterior paint without blemish.
2. All fasteners will be hot-dip galvanized or stainless steel.
3. Contractor to supply and install new sidewall exhaust vents. All new venting will be installed on new Sturdi or 5/4 hardi blocking. Contractor is to supply and install all new vent piping to extend new exhaust venting to outside of building.
4. Contractor to install a metal box between studs at kitchen range hood and vent through outside wall.

E. Joint Sealants

1. The Contractor shall provide labor and materials required for weather-tight installation and fire rated assembly of all work associated.
2. Contractor will coordinate mock up with KCHA for final approval of work to be performed.
3. Provide joint sealants, joint fillers and accessory joint material from a single manufacturer for each different product required to ensure compatibility.
4. Clean and remove loose materials and foreign matter which might impair adhesion.
5. Interior: DAP Alex Plus 40 yr.
 - a. All-purpose acrylic latex caulk/.
6. Exterior: OSI QUAD

F. Fire Stopping

1. Contractor is responsible for fire stopping at all joints and penetrations in fire resistance rated and smoke resistant assemblies. Contactor to comply with manufacture requirements and all applicable codes and regulations.

DIVISION 8 OPENINGS

A. Exterior Doors

1. Therma-Tru products specified as basis of design.
2. Exterior Entrances: Six Panel Flush (Embossed); Mill Finish; Style "Steel Edge No. SE210HD.
3. Frames: Compatible composite door frames. Include Therma-Tru integral door gaskets.
4. Door Threshold: Therma-Tru adjustable threshold.
5. Provide NRP hinges at exterior storage door.
6. Sill Extender: Therma-Tru metal sill extender.
7. Door Bottom: Therma-Tru Door bottom.

8. Exterior door removal and replacement of unit entry doors, and garage storage door, Contractor shall provide and install new prefinished fiberglass doors and bored, mortised and machined to fit new hardware. All doors and frames to be removed and replaced within the same day.
9. The Contractor shall verify existing rough openings and conditions prior to ordering. It is recommended door modifications be made prior to application of finish. The Contractor shall plane, shim and infill as necessary to provide a maximum of a 1/2" clearance for door installation to allow for backer rod and/or insulation installation.
10. All doors will be installed true, level and plumb with square and consistent reveals and close (and latch) firmly with the single push of a hand.
11. Contractor to installed doors and provide a proper seal and not allow daylight to be seen on from either side of door.
12. Contractor to protect all doors prior and during installation. KCHA will not accept doors damaged during transport or installation.
13. All doors to be pre-painted prior to installation. Do not touch-up door paint. If door paint is damaged, entire door to be repainted to original specifications. Do not paint fire rated door labels.

B. Interior Doors

1. Install pre-hung 6 panel hardboard doors at all interior swing door locations. All interior doors to be paint grade.

C. Door Hardware

UNIT ENTRY DOORS (3 DOORS)

3 EA	HINGE	5BB1 4.0" x 4.0"	652	IVES
1 EA	PASSAGE SET	F10ELA	626	SCHLAGE
1 EA	SGL CYL DEADBOLT	B660R	626	SCHLAGE
1 EA	CONVENTIONAL CORE	23-030	626	SCHLAGE
1 EA	KICK PLATE	8400 8" X 2" LDW B-CS	630	IVES
1 EA	DOOR STOP	060	652	IVES
1 SET	GASKETS	BY DOOR SUPPLIER		
1 EA	DOOR BOTTOM SWEEP	BY DOOR SUPPLIER		
1 EA	SILL / THRESHOLD	BY DOOR SUPPLIER		
1 EA	DOOR KNOCKER w/Viewer	621V (UNIT DOORS ONLY)	626	TRIMCO

UNIT STORAGE DOOR

3 EA	HINGE	5BB1 4.0" x 4.0"(NRP)	652	IVES
1 EA	PASSAGE SET	F10ELA	626	SCHLAGE
1 EA	SGL CYL DEADBOLT	B660R	626	SCHLAGE
1 EA	CONVENTIONAL CORE	23-030	626	SCHLAGE
1 EA	DOOR STOP	060	652	IVES
1 SET	GASKETS	BY DOOR SUPPLIER		
1 EA	DOOR BOTTOM SWEEP	BY DOOR SUPPLIER		
1 EA	SILL / THRESHOLD	BY DOOR SUPPLIER		

INTERIOR BEDROOM DOORS

3 EA	HINGE	5BB1 4.0" x 4.0"	652	IVES
1 EA	ACCENT LEVER	F SERIES	619	SCHLAGE
1 EA	HINGE STOP	EVERBILT		

BATHROOM DOORS

3 EA	HINGE	5BB1 4.0" x 4.0"	652	IVES
1 EA	PRIVACY LOCK	FF40 FLA	619	SCHLAGE
1 EA	HINGE STOP	EVERBILT		

D. Vinyl Windows

1. General:
 - a. Products by Milgard Manufacturing, 1010 54th Avenue East, Tacoma, WA 98424 are specified as Basis of Design. Tel: (800) MILGARD (645-4273, Fax: (253) 926-0848, E-mail: mgallant@milgard.com, Website: <http://www.milgard.com/>.
 - b. Integral color PVC compound containing impact-resistant solid plasticizer, titanium dioxide UV inhibitor, and surface and color stabilizers.
 - c. Vinyl-framed, factory glazed horizontal sliding windows with insect screens and operating hardware.
 - d. All windows will require a passive fresh air vent.
 - e. Windows shall be ENERGY STAR qualified products that meet or exceed the ENERGY STAR performance rating or better.
 - f. U-Factor: 0.3 Btu/sq. ft. x h x deg. F or better.
 - g. Alternate glazing U-factor: 0.22 or better
 - h. Solar Heat-Gain Coefficient (SHGC): Provide vinyl windows with a whole-window SHGC
 - i. Maximum of 0.40, determined according to NFRC 200 procedures.
2. Horizontal Sliding Window:
 - a. StyleLine Series 6110.
 - b. 1 3/8-inch nail fin setback.
 - c. Frame: Minimum 2-7/8 inch deep, multi-chambered vinyl profile.
 - d. Sash: Minimum 1-3/16 inch deep, multi-chambered vinyl profile, includes vent stops located in fixed sash.
 - e. Sightlines: Equal for operating and fixed sash.
 - f. Structural Class:
 - 1) 71-1/2" x 59-1/2" and smaller: HS-LC25.
 - 2) Larger than 71-1/2" x 59-1/2": HS-R20.
3. Hardware:
 - a. Positive action locking mechanism.
 - b. Nylon rollers with stainless steel axles, extruded vinyl snap-on monorail roller track.
 - c. Weatherstripping: Fin seal polypropylene pile.
4. Contractor to clean all newly installed windows and doors inside and out.
5. All interior windows will be wrapped and cased with MDF materials, prepped and painted.

Note: Mock-ups will be required for KCHA approval demonstrating flashing and weather resistant barrier (WRB) applications are consistent with manufacturer's recommendations.

DIVISION 9 FINISHES

A. Gypsum Wall Board

1. Manufacturers: CertainTeed Corporation, Georgia-Pacific Gypsum, National Gypsum Company, USG Corporation or accepted.
2. Material Standard: ASTM C1396/C1396M
3. Contractor will apply all new GWB, tape, and mud and texture at all interior walls.
4. Finish: Light orange peel Confirm texture with KCHA before applying on walls and ceilings.
5. Install all square type corner metal on all outside corners

B. Regular Type

1. Application: Use for interior walls.
2. Thickness: 1/2 inch.
3. Edges: Tapered.

C. Fire Resistant Type

1. Complying with Type X requirements; UL or WH rated.
2. Application: Use for ceilings.
3. Thickness: 5/8 inch to match existing adjacent surfaces.
4. Edges: Tapered.

D. Joint Treatment

1. ASTM C474 and ASTM C840, 3-coat system, paper or fiberglass tape.

E. Interior Paint

1. Interior Finish Coating: Gypsum Board and Wood.
2. Two (2)- Coat Acrylic Finish
 - a. Benjamin Moore Regal Select Waterborne interior
 - b. Walls and Ceilings: One (1) coat of Benjamin Moore Coronado PVA prior to texture
 - c. Walls: Eggshell
 - d. Doors and Trim Semi-Gloss
3. All interior trim shall be pre-painted prior to install unless otherwise specified or necessary.
4. Two (2) coats of specified interior trim paint shall be applied upon completion of all prep and priming.
5. Nail holes, seams and joints shall be filled with an approved color match putty and wiped clean where prefinished trim is used, trim to be finished in place shall be filled, prepped and painted.
6. Inside corners and gaps in trim shall be caulked with high quality color matched and /or paintable latex caulk (i.e. where door and window trim abuts sheetrock and the door jamb, inside corners of liners where the liner meets the vinyl window).
7. Contractor to apply Benjamin Moore Coronado PVA on all walls and ceilings before applying any texture to walls.

F. Exterior Painting

1. Exterior Finish for Fiber Cement Siding

- a. Exterior Two (2)-Coat Acrylic Low Luster/Eggshell Finish (Gloss Level 2).
- b. Benjamin Moore, Regal Select Exterior High Build, Low Lustre (401), two (2) coats.
- c. Fiber Cement Lap Siding Color: TBD
- d. Fiber Cement Trim Color; TBD
- e. Exterior Doors Color; TBD
- f. Fiber Cement Soffit Panels: Color; TBD

G. Smoke Seal

1. Contractor to smoke seal all interior and exterior wall and cavities, including any outside exterior areas that might need sealing.
2. Contractor to use Zinsser shellac based white interior primer and sealer

DIVISION 10 SPECIALTIES

Toilet and Bath Accessories

A. Franklin Futura (each Bathroom)

1. Paper Holder: Towel Bar and Towel Ring
2. Mirror: Glacier Bay 30 x 36 Model 81176
3. Shower-Curtain Rod: Glacier Bay

DIVISION 11 APPLIANCES

A. Kitchen

1. Refrigerator: General Electric GTE17DTNRWW White
2. Electric Range: General Electric JBS360DMWW White (with electrical cord)
3. Range Hood: Broan Newtone RL6330WH

DIVISION 12 WINDOW COVERINGS

A. Manufacturer: Leveler Vertical Blinds

B. Color: White vinyl 2"

C. Window Coverings General Conditions

1. Contractor to fabricate blinds to fill the opening completely from jamb to jamb and from head to sill.
2. Contractor to verify all openings and measurements prior to placing new blind order due to window installation modifications.
3. Install with sufficient brackets to prevent deflection of headrail.
4. Allow for necessary clearances for operating hardware.
5. Blinds to be vertical.
6. Adjust blinds for smooth operation.

DIVISION 22 PLUMBING

A. Manufacturers: Prier Frost Free Hose Bib P-264

1. Existing hose bibs will be replaced with new Prier frost free wall hydrant model P-264 mounted on blocking with a consistent and even reveal. This will include additional piping and plumbing. Contractor will need to cap off existing hose bids that will not be reused. See KCHA's layout for locations of new hose bibs.
2. Hose bibs and blocks shall be pre-drilled and fastened securely with stainless steel screws. Blocks shall be installed over appropriate flashing, be flush, level and cleanly caulked. Coordinate with siding contractor for all blocking and head flashing prior to installation.
3. Installation of necessary Hardi blocking from the exterior wall to assure stable and sturdy install.
4. Provide and install new extension piping for pressure relief valve form hot water tank. Pipe to terminate outside. Mount pipping on Hardi block.

B. Plumbing Trim

ALL PLUMBING IS FROM HOME DEPOT

KITCHEN

Double Bowl Sink: Glacier Bay #HDDDB332274 33"x22"; 4-Hole
Finish: Stainless Steel
Faucet: Delta Foundations B4410 LF-SS
Finish: Stainless Steel
Aerator: Niagra; N3215MTP, Tamperproof (1.5 gal)
Supply: Braided Stainless Steel with ¼ turn angle stops

MAIN BATH/LAVATORY

Pedestal Sink: Kohler Elmbrook 24" w/ 4" Faucet Holes K-R5465-4-0
Color: White
Faucet: Delta B510 LF - SS-PPU (Metal pop up)
Finish: Stainless Steel
Aerator: Niagra; N3205FTP, Tamperproof (0.5 gallon)
Supply: Braided Stainless Steel With ¼ turn angle stops

Bathtub: Bootz Industries; Bootzcast 60"
Finish: White Porcelain Enamel Steel tub
Surround: Swan GN58.010; 3 Piece fiberglass white
Showerhead: Niagra; N2915CH "Earth Showerhead" (1.5 gal)
Valve: Delta D10000 UN WS
Trim: Delta T13420-SS
Drain Assembly: Easy Touch 1-1/2 in. Sch. 40 Black ABS Chrome
Finish: Stainless Steel

Toilet: Niagra Stealth Elongated Bowl/with seat
Supply: Braided Stainless Steel/ Wax ring/ ¼ turn angle stop

Angle Stops: 1/4 turn

50 Gallon Rheem XE50M06ST45U1
Expansion Tank Everbuilt EF-TET

Water Heater: Drain Pan
Seismic straps (2)
Braided Stainless Steel Supply Lines

DIVISION 23 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

A. ELECTRIC FURNACE

1. Install new 10KW electric furnace, new exposed hard metal ductwork with new Thermostat.
2. Contractor to verify furnace size.
3. Contractor to verify new hard metal ducting sizes.
4. Furnace will need to be installed and fit into original space provided in mechanical room.

DIVISION 26 ELECTRICAL

A. Electrical

1. Contractor will furnish and install new wiring to bathrooms, entry closet, and exterior porch lights. Contractor to bring electrical up to current electrical codes. Contractor will supply and install all new breakers, plugs, switches, wiring, and plug/switch boxes. Contractor to remove

- all unnecessary electrical items inside building. Contactor to vent all bath fans and range hood to the outside of the building.
2. Contractor will remove all exposed/surface conduit and pull new wiring necessary to hide any wiring associated with new lighting fixtures. This includes exterior elevation lighting.
 3. Blocks for lights and outlets shall be installed flush, level and cleanly caulked. Coordinate with siding contractor for all blocking and flashing prior to installation.
 4. Contractor responsible to pull utility boxes (cable, phone and electrical meters) away from building surface to allow installation of vapor shield per manufacturer's instructions. It is Owner's expectation that the Contractor will not be required to shut power off to the building or unit to install siding. These conditions must be approved by both Contractor and Owner prior to demo.
 5. Contractor to run new cable wire to the living room (noted on print) terminate at front of building.
 6. Contractor to bring all electrical up to current codes.
 7. All switches and electrical devices shall be white
 8. Supply and install new electrical lines to the two (2) bathrooms, exterior lights, front entry closet and back hall closet.
 9. Contractor to check existing electrical for any unforeseen items after drywall removal.
 10. Contractor to supply and install all electrical finishes (lights, plugs, switches, low voltage, wiring, breakers, smoke detectors, etc.).
 11. Contractor to bring all electrical up to current electrical codes.
 12. See electrical legend on E1.0 for further notes and requirements.

Electrical

- Overhead Fixtures: NUVO 62-1210" round flush mounted LED
Vanity Fixtures: NUVO 62-1631 Wall mounted LED
Switches & Outlets: Cover plates white nylon/toggle Switches White
Bath Fans: Panasonic Whisper Green FV0511VQC1
Heaters: Electric Forced Air Furnace 10 KW
Smoke Detectors: Kidde Firex #i12010SCO
- Arc Faults: As needed per code
Circuit Breakers: As needed per code
Exterior light: 8"Black outdoor wall Bulkhead light G14776-BK

END OF SECTION

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Work covered by the Contract Documents.
 2. Phased construction.
 3. Work under other contracts.
 4. Owner-furnished products.
 5. Owner's occupancy requirements.
 6. Applicable Codes.
 7. Reference standards.
 8. Use of premises and work restrictions.
 9. Specification formats and conventions.
 10. Execution, correlation and intent – Contract Documents.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification:
1. Project Name: Nike Manor Fire Restoration
 2. Project Location: 23960 35th Place South, Kent, WA 98032
- B. Owner/Developer: King County Housing Authority
1. Owner's Representative: Don Hatfield
 2. Contact Phone: (206) 574-1213
- C. Architects / Engineer:
1. Representative: KCHA
 2. Contact Phone: N/A
- D. Reference Section A of the Bid Documents for scope of work.

1.4 PHASED CONSTRUCTION

- A. Construction shall be phased to accommodate Owner's desired schedule as noted in the bid documents and/or drawings, if applicable. Final Project Schedule shall include

phasing schedule to be prepared by the Contractor, and reviewed and approved by the Owner.

- B. Contractor shall prepare a phasing plan to maintain access to residential units during construction. Plan to be reviewed and approved by Owner prior to Work commencing.
- C. Before commencing Work of each phase of construction, submit an updated copy of Contractor's Final Project Schedule showing the sequence, commencement and completion dates, and move-out and -in dates of residents for all phases of the Work.

1.5 WORK UNDER OTHER CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products as indicated. This section includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.
- B. Owner-Furnished Products:
 - 1. Products and materials as noted on drawings or otherwise indicated for re-use.
 - 2. Products and materials as noted on drawings or otherwise indicated to be supplied by Owner.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of the building before Substantial Completion. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work. PRIOR to partial Owner Occupancy:
 - 1. Owner will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied.
 - 2. Contractor is responsible for obtaining a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. The mechanical and electrical systems shall be fully operational; all required tests and inspections shall be successfully completed for areas to be occupied. On occupancy, Owner will operate and maintain mechanical and electrical systems serving the occupied portions of building.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for the occupied portions of building.
 - 5. Coordinate insurance requirements with Owner prior to Owner occupancy of completed areas of the building.

1.8 CUTTING & PATCHING – Refer to Section 01 7329 – Cutting and Patching.

1.9 APPLICABLE CODES

- A. Perform all Work in accordance with the current code requirements of the city holding jurisdiction over the site where Work is to be completed.

- B. Certification of Code Compliance: All materials, methods and equipment shall comply with requirements of applicable codes and the Contract Documents, including requirements of all incorporated standards. The Contractor shall furnish, as a part of the Contract, certification of such compliance if requested by the Architect or the Code Enforcing Agency. Such certification shall be submitted in the form of test results or other data from a recognized independent testing laboratory. Contractor shall coordinate and provide all required submittals to the Code Enforcing Agency in a timely manner so as to not delay progress of the Project.

1.10 USE OF PREMISES AND WORK RESTRICTIONS

- A. General: Contractor shall have full use of premises for construction operations subject to phased construction requirements as specified in this Section and as indicated on Drawings by the Contract limits.
 - 1. Security Procedures: Refer to the Scope of Work Division 1, Section 4 Safety, Protection & Restoration and 01 5000 Temporary Facilities and Controls, for required security procedures to be followed while working at this building.
 - 2. Contractor Identification: All Contractors on site shall be easily identifiable and must wear clothing, name badges, hardhats, safety vests, or other visible identification or identifying article (approved by Owner) with employee's, laborer or staff member's company logo or company name.
- B. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas as indicated on drawings.
- C. Use of Parking Lot: Limited.
- D. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- E. On-Site Work Hours: Work in the existing occupied buildings will start no earlier than 8:00am, and will be completed by 4:30pm. Hours for work performed outside of the building will be at the discretion of Owner's Representative.
 - 1. Early Morning Hours: As approved by Owner's representative.
 - 2. Hours for Utility Shutdowns: Notify Owner and all affected utility companies seventy-two (72) hours in advance of proposed shutdown.
 - 3. Contractor to notify residents of Work a minimum of forty-eight (48) hours prior to start of Work.
 - a. If Work progress or new work affects additional or a new set of residents, the Contractor must give a new notice of work to all affected residences a minimum of forty-eight (48) hours prior to start of Work.
 - 4. Hours for Core Drilling and other loud activities must comply with city of jurisdiction's noise codes.
- F. Nonsmoking Properties. All of King County Housing Authority properties are nonsmoking.

- G. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- H. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.11 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "2010 Master Format" numbering system.
 - 1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular, where applicable, as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.12 EXECUTION, CORRELATION AND INTENT – CONTRACT DOCUMENTS

- A. General: If there is a discrepancy between Scope of Work, Specifications and/or Drawings, the Scope of Work shall take precedence followed by the Specifications and lastly the drawings. Contact Owner immediately for clarification of conflicts, corrections and clarifications.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 1000

SECTION 01 2600
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Reference Article 7 in the General Conditions.

1.4 PROPOSAL REQUESTS

- A. The Contractor will have ten (10) calendar days from first notification to supply Owner with the information outlined in this section.
- B. Owner-Initiated Change Order Requests (COR): Contractor will issue a detailed description of:
 - 1. 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.
 - 2. Change Order Requests (COR) and Construction Change Directives (CCD) shall be initiated by the Owner, dated and sequentially numbered on Owner provided forms.
 - 3. CORs are not instructions either to stop Work in progress or to execute the proposed change.
 - 4. After receipt of COR, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Provide a cost breakdown, including overhead and profit as a separate line item, and time extension request as provided for in Article 7 of The General Conditions.
 - b. Provide all necessary product information, specifications, etc. required to justify any Contractor requested changes.
 - 5. The allowed markup shall cover all indirect project costs, including but not limited to, the project Overhead, Profit and General Conditions
 - a. The Contractor shall be allowed a maximum of fourteen (14%) percent Overhead, Profit, and General Conditions, on the cost of craft labor,

- equipment, small tools and materials for self-performed Change Order work.
- b. The Contractor shall be allowed a maximum of eight (8%) percent Overhead, Profit and General Conditions on the cost of craft labor, equipment, small tools and materials for Subcontractor Change Order work. The Contractor is not allowed to take profit on the profit of the Subcontractor as stated in form HUD-5370, section 29.
 - c. A Subcontractor shall be allowed a maximum of fourteen (14%) percent of the cost of craft labor, equipment, materials and small tools for Overhead, Profit and General Conditions, for self-performed Change Order work.
 - d. A Lower-Tier Subcontractor shall be allowed a maximum of fourteen (14%) percent of the cost of craft labor, equipment, materials and small tools for Overhead, Profit and General Conditions, for self-performed Change Order work.
6. Include a list of quantities of products required (or eliminated) their unit costs and a total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 7. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
 8. Include costs of labor and supervision directly attributable to the change.
 9. Include an updated Contractor's Final Project Schedule that indicates the effect of the change, including but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - a. Time extension requests must demonstrate the impact on the project Critical Path Schedule. See the General Conditions Article 15 and Section 01 3200 - Construction Progress Documentation.
 10. Review all pricing provided by subcontractors and suppliers for accuracy and completeness. Verify that their scope of work is consistent with the requested change. Verify math is correct and that markup rates complies with the General Conditions.
 11. After signing the Change Order Request or CCD, the Contractor shall return it to the Owner.
 12. Quotation Form: Use forms acceptable to Owner.
 13. After review of the Contractor's price, cost breakdown and requested time extension, if any, the Owner will submit for estimation and do one of the following:
 - a. Sign and route for approval.
 - b. Reject and resubmit to the Contractor for pricing correction.
 - c. Revise the Change Order Request or CCD and submit to the Contractor for repricing.
 14. Prior to the Owner's acceptance of Change Order Requests, appropriate personnel shall also review the change requests.
- C. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner.
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. Provide a cost breakdown, including overhead and profit as a separate line item, and time extension request as provided for in Article 7 of the General Conditions.
3. Provide all necessary product information, specifications, etc. required to justify any Contractor requested changes.
4. Allowances for direct supervision, safety, small tools, overhead and profit are limited by the General Conditions, Article 7.1.1.
5. Include a list of quantities of products required (or eliminated), their unit costs and total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
6. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
7. Include costs of labor and supervision directly attributable to the change.
8. Include an updated Contractor's Final Project Schedule that indicates the effect of the change, including but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - a. Time extension requests must demonstrate the impact on the project Critical Path Schedule. See the General Conditions, and Section 01 3200-Construction Progress Documentation.
9. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
10. Proposal Request Form: Use form acceptable to Owner.
11. After review of the Contractor's price, cost breakdown and requested time extension, if any, the Owner will submit for estimation and do one of the following:
 - a. Sign and send on for approval.
 - b. Reject and resubmit to the Contractor for pricing correction.
 - c. Revise the Change Order Request or CCD and submit to the Contractor for repricing.
12. Prior to the Owner's acceptance of Change Order Requests, appropriate personnel shall also review the change requests.

1.5 CONSTRUCTION CHANGE DIRECTIVE (CCD)

- A. The Contractor will have ten (10) calendar days from first notification to supply Owner with the information outlined in this section.
- B. Construction Change Directive: The Owner may issue a Field Authorization in accordance with provisions in Article 7, General Conditions. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- C. Documentation: Maintain detailed records on a time and material basis of Work required by the CCD, with supporting documentation as required by CORs.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract, consistent with Article 7 of the General Conditions of the Contract.

1.6 CHANGE ORDER PROCEDURES

- A. The Contractor will have ten (10) calendar days from first notification to supply Owner with the information outlined in this section.
- B. When approved and signed by the Owner, the Construction Change Directive will either be included in a Change Order Request (COR) to be charged against the Contract Allowance, or will be included in a formal Change Order, which will modify the Contract amount.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 2600

SECTION 01 2900 PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Master Project Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittal Schedule.
 - 2. Submit the Schedule of Values to Owner at earliest possible date but no later than fourteen (14) calendar days after the date of bid opening.
 - 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Documents as a guide to establish line items for the Schedule of Values. Lines items are based on Scope of Work and sequencing.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Owner.
 - c. Owner's contract number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

- a. Item #, including separate line for an Allowance (if applicable).
 - b. Description of the Work.
 - c. Total Dollar Value.
 - d. Previous Application Amount.
 - e. Dollar Amount Charged on Current Pay Application.
 - f. Stored Materials.
 - g. Total Complete and Stored.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total one hundred (100%) percent.
 - h. Balance to Finish
 - i. Retainage
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Documents. Provide several line items for principal subcontract amounts, where appropriate.
 4. Round amounts to nearest one (1) cent; total shall equal the Contract Sum.
 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing per Article 9.3.2 AIA A201-2017 General Conditions.
 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Owner and paid for by Owner.
- B. Payment Application Times:
 1. The date for each progress payment is indicated in the Contract between Owner and Contractor.
 2. The period of construction Work covered by each Application for Payment is the period indicated in the Contract.
- C. Payment Application Forms:

1. Use Payment Application forms as provided by Owner for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Final Project Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 3. Provide current Subcontractor List with each Application for Payment.
- E. Transmittal: Submit one (1) signed and notarized original Application for Payment to Owner by a method ensuring receipt within forty-eight (48) hours. The Application for Payment shall include intent to pay prevailing wages and a running spreadsheet that itemizes both the intent and affidavit of wages paid to date for each subcontractor.
1. Transmit Application for Payment with a transmittal form listing attachments and recording appropriate information about the application.
- F. General Contractor Certification Upon Application For Payment: Refer to attached Exhibits in Contract.
- G. Initial Application for Payment: Administrative actions and submittals that must precede the first Application for Payment include the following:
1. List of subcontractors. (Required at pre-construction conference.)
 2. Schedule of Values.
 3. Contractor's Final Project Schedule to be created in MS Project or equivalent format. (Required at pre-construction conference.)
 4. Certificates of insurance and insurance policies. (Required prior to contract award.)
 5. Performance and payment bonds. (Required prior to contract award.)
 6. Section 3 Work Plan, for projects whose contract value is five hundred thousand dollars (\$500,000) or higher.
 7. Intent to Pay Prevailing Wages must be filed with L&I.
 8. Contractor to provide Owner with initial Cash Flow Projections. Cash Flow Projection needs to reflect Work as detailed in Final Project Schedule.
- H. **All** Application for Payments will be reviewed for completion and correctness, including reasons outlined in A201-2017 General Conditions.
- I. Application for Payment at Substantial Completion: After Owner issues the Certificate of Substantial Completion, submit an Application for Payment showing one hundred (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.

2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following (refer to Article 9.10 in AIA A201-2017 General Conditions:

1. Completion of Project closeout requirements.
2. Completion of Items specified.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Proof that fees and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish and similar elements.
9. Operations and Maintenance Manuals
10. Record Drawings (i.e. As-built drawings, redline drawings)
11. Final Affidavits of Wages Paid filed with L&I.

1.6 SPECIAL PAYMENT REQUIREMENTS (Not Used)

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 2900

SECTION 01 3100
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Coordination Drawings.
 - 3. Project meetings.
 - 4. Requests for Information (RFIs).
- B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Document.

1.4 COORDINATION

- A. Coordination: Contractor's Responsibility to coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection and operation.
 - 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 Contractor's Final Project Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.

6. Pre-installation conferences.
7. Project closeout activities.

1.5 PROJECT MEETINGS

- A. General: Contractor is responsible for scheduling and conducting meetings and conferences at Project site, unless otherwise indicated.
 1. Attendees: Inform participants, others who are involved and individuals whose presence is required, of date and time of each meeting. Notify Owner of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned; send the electronic version of the meeting minutes to the Project Manager and the Project Engineer, within three (3) business days of the meeting.

- B. Pre-construction Conference: A pre-construction conference shall be scheduled before starting construction. Owner to hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference.
 2. Agenda: Owner to discuss items of significance that could affect progress, including the following:
 - a. Scope of Work.
 - b. Contract Start and End Dates.
 - c. Authority of Owner's Personnel.
 - d. Davis Bacon/Prevailing Wage Certified Payroll Reports/Labor Relations and Section 3.
 - e. Insurance Certificate, Endorsement and Performance and Payment Bonds.
 - f. General Requirements/Special Conditions.
 - g. Final Project Schedule, including Phasing.
 - h. Easements, Permits, Lines & Grades.
 - i. Contractor's Superintendent.
 - j. Subcontractor List.
 - k. Safety Plan (see attachment at end of this section).
 - l. Tests, Samples and Observations.
 - m. Progress Meetings and Reports.
 - n. Applications and Certificates of Payment, and Retention.
 - o. Progress Payments.
 - p. Change Orders.
 - q. Warranty Requirements.
 - r. Submittals.
 - s. Temporary and Storage Facilities, Staging Areas and Jobsite Security.
 - t. Clean-up and Trash Removal.
 - u. Salvage of Materials and Spare Materials.
 - v. Record Drawings.
 - w. Substantial Completion, Final Payment and Retainage.
 - x. Recycling and Energy Conservation.

- y. Minutes: The Owner will record and distribute Pre-construction meeting minutes via email.
- C. Progress Meetings: The Contractor will conduct progress meetings at weekly intervals. (refer to Article 3.1.4 of General Conditions).
- 1. Attendees: In addition to representatives of Owner and the Contractor, each subcontractor, supplier and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Final Project Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Final Project Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Contractor shall provide a short term look-ahead schedule for presentation and review at each progress meeting.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 - 21) Safety
 - 22) Section 3 compliance and status
 - 3. Minutes: Contractor will record the meeting minutes.
 - 4. Reporting: Contractor will email the minutes to all concerned prior to the meeting and will distribute written copies of the minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Two (2)-Week Look Ahead Schedule after each progress meeting. This schedule will be discussed in

each progress meeting. Issue revised schedule concurrently with the report of each meeting.

- b. Contractor's weekly reports will consist of five (5) daily reports, each reflecting the preceding five (5) days. These reports will be sent electronically to the Owner on a schedule that will be determined at the Pre-Construction Meeting or at each progress meeting.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs generated from subcontractor or supplier of the Contractor must be routed through the General Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 3. If a suggestion can be determined or derived at by the initiator of the RFI, it is required the suggestion be supplied with the submitted RFI. If no suggestion is given where one is possible, the RFI will be returned as incomplete.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name and number.
 2. RFI Subject.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. Specification Section number and title and related paragraphs, as appropriate.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 11. Contractor's signature.
 12. Attachments: Include drawings, descriptions, measurements, photos, product data, shop drawings and other information necessary to fully describe items needing interpretation.
- C. Hard-Copy RFIs: Form established by Contractor's Project Management system.
 1. Identify each page of attachments with the RFI number and sequential page number.
- D. Owner's Action: Owner will review each RFI, determine action required and return it. Allow five (5) working days for Owner's acknowledgement of each RFI.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Owner's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.

2. Owner's action may include a request for additional information, in which case Owner's time for response will start again.
 3. Owner's action may include architect and/or engineer recommendation or approval of proposed solution.
 4. Owner's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order Request according to General Conditions.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner in writing within five (5) days of receipt of the RFI response.
- E. On receipt of Owner's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner within three (3) days if Contractor disagrees with response.
- F. Contractor RFI Log: Prepare, maintain and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive and Change Order Request, as appropriate.
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

GENERAL CONTRACTOR SITE SAFETY PLAN CHECKLIST

Instructions: Please indicate whether or not your Site Safety Plan contains the following provisions.

Contractors: Site Safety Plan Evaluation

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Will your company have a written, established, supervised and enforced site safety plan for the project? <i>(The site safety plan must be presented before starting work)</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Does the site safety plan include an orientation and weekly safety meetings that show your employees and other subcontractors what they need to know to perform their job assignments safely?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Does the site safety plan describe how and when to report on-the-job injuries?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Does the site safety plan identify on-site available 1st Aid / CPR trained personnel, readily accessible first-aid and and/or access to the nearest clinic or hospital on job site?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Does the site safety plan identify what to do in an emergency, including how to exit the workplace?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Does the site safety plan explain how employees and other subcontractors report unsafe conditions and practices?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Does the site safety plan describe the required personal protective equipment (PPE) and the proper use and care of the PPE?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Is there an on-site Haz-com Program that identifies hazardous materials (Asbestos, Lead) or chemicals including instruction about the safe use and storage?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Does the site safety plan identify the designated representative responsible for job-site Safety?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Does the site safety plan describe who is responsible for performing and recording regular periodic site reviews, and inspections for your employees and subcontractors?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Does the site safety plan describe programs related to housekeeping and jobsite safety?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Does the site safety plan include a job-site specific written fall protection plan covering potential falls hazards and protections?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Does the site safety plan describe electrical and or power generation controls?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Does the site safety plan have provisions for trenching /excavations and/or confined space?

Notes:

END OF SECTION 01 3100

SECTION 01 3200
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Final Project Schedule.
 2. Submittals Schedule (refer to Article 3.10.2 in General Conditions AIA A201-2017).
 3. Daily construction reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring and controlling the construction project. Activities included in a Final Project Schedule consume time and resources.
1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- F. Major Area: A story of construction, a separate building or a similar significant construction element.

1.4 SUBMITTALS

- A. Submittals Schedule: Submit one (1) electronic copy of schedule to the Owner. Arrange the following information in a tabular format
 1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor (if applicable).
 5. Description of the Work covered.
 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Final Project Schedule: Submit one (1) electronic copy and one (1) hard copy of initial schedule to the Owner. The hard copy should be large enough to show entire schedule for entire construction period.

1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Final Project Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals to the Owner, arranged in chronological order by dates required by Final Project Schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Final Project Schedule.
 2. Submit concurrently with the first complete submittal of Contractor's Final Project Schedule.

2.2 CONTRACTOR'S FINAL PROJECT SCHEDULE, GENERAL (refer to Article 3.10.1 in the General Conditions AIA A201)

- A. Contractor to provide a baseline, cost-loaded schedule in MS Project or Primavera to the Owner's Representative one (1) day **prior** to the weekly project meeting. Contractor is to update the schedule weekly.
- B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion as set by the date of Notice to Proceed.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration.
 2. Procurement Activities: Include procurement process activities for long lead items and major items as separate activities in schedule.
 - a. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Final Project Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than ten (10) days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in Final Project Schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Work Restrictions: Show the effect of the following items on the Final Project Schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work.
- E. Milestones: Include milestones indicated in the Contract Documents in Final Project Schedule, including, but not limited to, the Notice to Proceed, Substantial Completion and Final Completion.
- F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S FINAL PROJECT SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit to the Owner a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Final Project Schedule within fourteen (14) calendar days of date after Letter of Award. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project. The Gantt-Chart Final Project Schedule can be either in MS Project or equivalent format.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three (3) months or longer to complete, indicate an estimated completion percentage in ten (10%) percent increments within time bar.

PART 3 EXECUTION

3.1 CONTRACTOR'S FINAL PROJECT SCHEDULE

- A. Contractor's Final Project Schedule Updating: At two (2) week intervals, update schedule to reflect actual construction progress and activities. Issue schedule three (3) days before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute electronic copies of approved schedule to Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 3200

SECTION 01 3300 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples and other submittals.
- B. Related Sections:
 - 1. See Division 01 40 00 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 2. See Division 01 77 00 Section "Closeout Procedures" for submitting warranties.
 - 3. See Division 01 78 39 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. See Division 01 78 23 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Owner's responsive action.
- B. Informational Submittals: Written information that does not require Owner's responsive action. Submittals may be rejected for not complying with requirements.

PART 2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 - 1. Submit electronic submittals to Owner via email as PDF electronic files.
 - a. Owner will return annotated file. Annotate and retain one (1) copy of file as an electronic Project record document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows:
1. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 2. Initial Review: Allow five (5) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
 3. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. Resubmittal Review: Allow seven (7) working days for review of each resubmittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately **4 by 5 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Owner.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect (if applicable).
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use consecutively numbered submittals (001, 002, etc), followed by the Specification Section number, followed by a sequential number indicating version (e.g., 001-13 3300-0).
 - 2) Example: 001 – 01 1300 – 0
 - a) 001: Consecutively numbered submittals
 - b) 01 1300: Specification Section
 - c) 0: Version of submittal (0 = original submittal; 1 = first resubmittal; 2 = 2nd resubmittal; etc.)
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle or otherwise specifically identify deviations from the Contract Documents on submittals.
1. Substitution Requests.

- F. Additional Copies: Unless additional copies are required for final submittal, and unless Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - 1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner will return submittals, without review, received from sources other than Contractor.
 - 1. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Make Corrections Noted" or "No Exceptions Taken".
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers and others as necessary for performance of construction activities. Show distribution on transmittal forms.
 - 1. Use for Construction: Use only final submittals with mark indicating "Make Corrections Noted" or "No Exceptions Taken".

2.2 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Release of CADD information will be restricted to the following categories:
 - a. Architectural floor plans.
 - b. Site plan.
 - c. Reflected ceiling plans.
 - d. Exterior elevations.
 - e. Stair sections.
 - 2. The CADD database will contain only the background information; the sheet numbers, sheet titles, room names and numbers, reference symbols, and other similar data will not be included.
 - 3. The CADD database will be generated on PC hardware with Autodesk AutoCAD software. Architect has the capability to develop CADD output to meet capabilities of all major platforms and major media types.
 - 4. When requesting CADD databases, specify the output form required.

PART 3 PRODUCTS

3.1 ACTION SUBMITTALS

- A. General: Prepare and submit to Owner, Action Submittals required by individual Specification Sections.

- B. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.

- c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
4. Number of Copies: Submit to Owner, four (4) copies of Product Data, unless otherwise indicated. Owner will return two (2) copies. Mark up and retain one (1) returned copy as a Project Record Document.
- D. 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, unless submittal of Architect's CAD Drawings is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shop-work manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns and similar full-size drawings, submit to Owner, Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.
 3. Number of Copies: Submit to Owner, a minimum of three (3) opaque (bond) copies of each submittal. Submit additional copies as required for each consultant. Owner will return two (2) copies. At the sole discretion of the Owner electronic copies may be acceptable.
- E. Samples: Submit to Owner, Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures and patterns available.
 - a. Number of Samples: Submit one (1) full set of available choices where color, pattern, texture or similar characteristics are required to be selected from manufacturer's product line. Owner will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three (3) sets of Samples. Owner will retain two (2) Sample sets; remainder will be returned.
- F. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 1. Number of Copies: Submit a minimum of three (3) copies of product schedule or list, unless otherwise indicated. Submit additional copies for each consultant required to review the submittal. Owner will return two (2) copies.
- G. Submittals Schedule: Comply with requirements specified in the General Conditions of the Contract and Owner-Contractor Contract.
- H. Application for Payment: Comply with requirements specified in the Owner-Contractor Contract.
- I. Schedule of Values: Comply with requirements specified in the Owner-Contractor Contract. If needed, combine subcontract list in paragraph below with product list above. Subcontract list is required by General Conditions to be submitted as soon as practical after award of the Contract.
- J. Subcontract List: 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.
 1. Number of Copies: Submit electronically to Owner, one (1) copy of subcontractor list, unless otherwise indicated.

3.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit to Owner, two (2) copies of each submittal, unless otherwise indicated. Owner will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 40 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 31 00 Section "Project Management and Coordination."
- C. Contractor's Final Project Schedule: Comply with requirements specified in the General Conditions of the Contract, and Owner-Contractor Contract.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

- M. Pre-construction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 78 23 Section "Operation and Maintenance Data."
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address and telephone number of manufacturer.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner.
 - 1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

3.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Owner.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, electronically submit three (3) copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
 - 2. If submittal has a wet stamp, then send three (3) hard copies, with the wet stamp to Owner for approval. Owner will return one (1) copy to Contractor.

PART 4 EXECUTION

4.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions.

4.2 OWNER'S ACTION

- A. Action Submittals: 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.
- B. Informational Submittals: Owner will review each submittal and will not return it, or will return it if it does not comply with requirements. Owner will forward each submittal to appropriate party.
- C. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 3300

SECTION 01 4000 QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections and related actions do not limit Contractor's other quality assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 02 through 33 Sections for specific test and inspection requirements, if applicable. Not all Divisions will be used.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Pre-construction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Lower Tier Subcontractor, to perform a particular construction operation, including installation, erection, application and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of two (2) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two (2) or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.

1.5 TESTING SUBMITTALS

- A. Qualification Data: For testing agencies, as prescribed by Contract, but not provided by Owner shall demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and electronically submit to the Owner certified written reports that include the following:
 - 1. Date of issue.

2. Project title and number.
 3. Name, address and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on re-testing and re-inspecting.
- C. Permits, Licenses and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly or product that is similar to those indicated for this Project in material, design and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner.
 2. Notify Owner seven (7) calendar days in advance of dates and times when mockups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain Owner's approval of mockups before starting work, fabrication or construction.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed, unless otherwise indicated.
- J. Laboratory Mockups: Comply with requirements of pre-construction testing and those specified in individual Sections in Divisions 02 through 33.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least twenty-four 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, electronically submit a certified written report, in duplicate, of each quality-control service to the Owner.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 33 00 Section "Submittal Procedures."
- D. Re-testing/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which on-site tests will be conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Electronically submit to the Owner a certified written report, in duplicate, of each test, inspection and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Owner with copy to Contractor and to authorities having jurisdiction.
 - 4. Electronically submitting to the Owner a final report of special tests and inspections, which includes a list of unresolved deficiencies, at Substantial Completion.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Re-testing and re-inspecting corrected work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 01 73 29 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 73 00 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. See Division 01 Section "Execution" for progress cleaning requirements.
- C. See Divisions 02 through 33 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections. Not all Sections will be used

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies and authorities having jurisdiction.
- B. Water Service from Existing System: Water from Owner's existing water system is available for use with approval of Owner's Representative. Provide connections and extensions of services as required for construction operations. Contractor must notify Owner forty-eight (48) hours before use of water service.
- C. Electric Power Service from Existing System: Contractor is responsible for supplying power service and distribution as required for construction operations, unless other arrangements are made with approval of Owner's Representative.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Existing Permanent Facilities: Contractor shall assume responsibility for operation, maintenance and protection of each existing permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and existing facilities by all parties engaged in the Work:
 - 1. Keep temporary services and existing facilities clean and neat.
 - 2. Relocate temporary services as required by progress of the Work.
 - 3. Provide temporary keys and lock cores throughout duration of Contractor's occupancy of Owner's space. Contractor to provide Owner's Representative with temporary construction keys matching construction cores installed for access.
 - a. When Contractor is given keys to KCHA property, Contractor will claim responsibility for the keys by signing for keys acquired. If Contractor loses keys, Contractor is responsible for rekeying all locks associated with lost key. Contractor is responsible for returning keys back to Owner's Representative when Work is completed.

PART 2 PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished and equipped to accommodate materials and equipment for construction operations.
- C. Contractor is responsible for security of Temporary Facilities.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 13 at each return air grille in system and remove and replace at end of construction.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated re-circulation, or combustion type; vented; fully-enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water, drinking-water units, including paper cup supply.
 - 1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 degrees F.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110-to-120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button and pilot light.
- F. Power Distribution System Circuits: Where permitted, and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V AC, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- A. With Owner's approval, locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services. Provide Owner with seventy-two (72) hour notice if disturbance is to occur to site staff or residents.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities and drinking water for use by construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted with Owner's approval, as long as facilities are cleaned and maintained daily. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

1. Maintain a minimum temperature of 50 degrees F in permanently enclosed portions of building for normal construction activities, and 65 degrees F for finishing activities and areas where finished Work has been installed.
 2. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes and odors from entering occupied areas.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Connect temporary service to Owner's existing power source, as directed by Owner after receiving approval by Owner's Representative.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 73 00 Section "Execution" for progress cleaning requirements. Contractor shall not use Owner's waste receptacles for any disposal.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel upon Owner's approval.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway and subsoil contamination or pollution or other undesirable effects.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
- D. Barricades, Warning Signs, and Lights: Comply with Owner's instructions for erecting structurally adequate barricades, including warning signs and lighting.

- E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by Owner.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by tenants from fumes and noise.
 - 1. Construct dustproof partitions with two (2) layers of 6-mil polyethylene sheet on each side. Overlap and tape full length of joints.
 - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - 3. Seal joints and perimeter.
 - 4. Protect air-handling equipment.
 - 5. Provide walk-off mats at each entrance through temporary partition.
 - 6. Dust Control/Air handlers
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking on Owner's property.
 - 2. Supervise welding operations, combustion-type temporary heating units and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3.5 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a twenty-four (24) hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 77 00 Section "Closeout Procedures."

END OF SECTION 01 5000

SECTION 01 6000 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 77 00 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 02 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted. Not all Sections will be used.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Substitution Requests: Electronically submit three (3) copies of each request for consideration to the Owner. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and the names and addresses of Architects and Owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Final Project Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 2. Owner's Action: If necessary, the Owner will request additional information or documentation for evaluation within five (5) calendar days of receipt of a request for substitution. Owner will notify Contractor of acceptance or rejection of proposed substitution within ten (10) calendar days of receipt of request, or five (5) calendar days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Signed and Approved Substitution Request Form.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products using means and methods that will prevent damage, deterioration and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Pre-printed written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Electronically submit a draft for approval before final execution to the Owner.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties. Not all Sections will be used.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Owner will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Owner's.
 6. Descriptive, performance and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
1. Products: Where Specifications include a list of names of both products and manufacturers, provide one (1) of the products listed or equal product that complies with requirements.
 2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed or equal manufacturer that complies with requirements.
 3. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one (1) of the products listed, or a equal product. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed "or Equal" product.

4. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one (1) of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed manufacturer.
5. Product Options: Where Specifications indicate that sizes, profiles and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one (1) of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions and other characteristics that are based on the product named. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product by the other named manufacturers.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Owner's sample. Owner's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns and textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Owner will select color, pattern, density or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Owner will select color, pattern, density or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Owner will consider requests for substitutions if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Owner. .
- B. Conditions: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.

3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Final Project Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.

PART 3 EXECUTION (Not Used)

END OF SECTION 01 6000

SECTION 01 7300 EXECUTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Not Applicable

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work. Notify Owner of any discrepancies between plans and actual conditions on site.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Acceptance of Conditions: Examine substrates, areas and conditions, with Installer or Applicator and Owner present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
3. Examine walls, floors and roofs for suitable conditions where products and systems are to be installed.
4. Proceed with installation only after unsatisfactory conditions have been corrected and approved by Owner. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner, per Section 01 3100.
 1. It is the Contractor's responsibility to coordinate between the various Contract Documents, including the Drawings and Specifications, with neither superseding the other. In the event of conflicts or discrepancies among the Contract Documents, it is the Contractor's responsibility to seek clarification.
 2. Where conflicts and/or omissions have not been brought to the attention of the Owner, it is understood that the Contractor has made provisions in the bid for the most costly material or methods.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner promptly.
- B. General: Engage experienced layout engineers to lay out the Work using accepted surveying practices.
 1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 2. Inform installers of lines and levels to which they must comply.
 3. Check the location, level and plumb, of every major element as the Work progresses.
 4. Notify Owner when deviations from required lines and levels exceed allowable tolerances.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts and wiring in finished areas unless otherwise indicated.
 - 4. Install materials in lengths that produce the minimum amount of joints.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produces harmful noise and dust levels. Refer to Dust Control in the Scope of Work.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachments: Provide blocking and attachment plates, anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, submit proposed joint layout, for Owner's approval. Fit exposed connections together to form hairline joints.
 - 1. Use weather cuts, miters, back caulk as needed. Use lengths that minimize joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
 - 1. If required, Contractor must submit MSDS for all products to be used onsite to Owner for approval. Owner shall have seven (7) calendar days to review and approve/disapprove of the product.

2. If required, Contractor must submit a weekly schedule detailing when and where approved products will be used on an hour-by-hour basis. This schedule must be submitted by 9:00 AM on Wednesday of the week prior to the scheduled work week.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully in compliance with Section 01 7419 "Construction Waste Management and Disposal."
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than seven (7) calendar days during normal weather or three (3) calendar days if the temperature is expected to rise above 80 degrees F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 4. Do not use Owner receptacles.
 5. Recycle as outlined in Waste Management Plan in Section 01 7419.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units and re-test.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 04 00 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 73 29 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction as well as landscapes and hardscapes to their original condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched and broken glass or reflective surfaces.

END OF SECTION 01 7300

SECTION 01 7329 CUTTING AND PATCHING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 02 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work. Not all Sections will be used.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements:
 - 1. Unless indicated otherwise, patching, extending or matching shall be performed as necessary to make the Work complete, with all components matching and consistent.
 - 2. Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Owner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - 3. Patching materials shall meet the requirements of the jurisdictional code authorities.
 - 4. All patching procedures shall be reviewed with the Owner prior to proceeding.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Cut, move or remove items as necessary for access to alterations and renovations work; replace and restore at completion.
- E. Contact the Owner when unsuitable materials not marked for removal - such as rotted wood, rusted metals and deteriorated concrete and masonry are discovered.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.

3.3 PERFORMANCE

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

- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. Provide appropriate dust control while cutting through surfaces. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 and 33 Sections (Sections may not be used) where required by cutting and patching operations.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Ceilings: Patch, repair or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Trim existing doors as necessary to clear new floor finishes; refinish trimmed areas.
- E. Where existing items are indicated as cut or reconfigured, cap and finish all exposed edges to match the existing construction to remain. Provide new or relocated supports spaced to be consistent with the installation.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty and similar materials.

END OF SECTION 01 7329

**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT
AND DISPOSAL**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Project Documents, and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging of non-hazardous demolition and construction waste.
 - 2. Recycling of non-hazardous demolition and construction waste.
 - 3. Disposing of non-hazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: All non-hazardous building and site materials or other non-hazardous solid waste resulting from construction, remodeling, renovation, repair or land-clearing operations. Construction waste includes packaging and material that is recycled, reused, salvaged or disposed as garbage.
- B. Demolition Waste: All non-hazardous building and site materials or other non-hazardous solid waste resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing for the purpose of using the material in the manufacture of a new product.
 - 1. Source-Separated Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
 - 2. Co-mingled Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- E. Re-Use: Making use of a material without altering its form. Materials can be reused on-site or reused on other project off-site. Examples include, but are not limited to the following:
 - 1. Grinding of concrete for use as sub-base material.
 - 2. Chipping of land-clearing debris for use as mulch.

- F. Salvage: Recovery of demolition or construction waste and subsequent sale or re-use in another facility.
- G. Salvage and Re-use: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE GOALS

- A. General: Material from demolition projects shall be recycled or reused whenever practicable (RCW 39.04.135). Contractor to develop a waste management plan that results in end-of-Project rates for salvage/recycling of fifty (50%) percent by weight of total waste generated by the Work by one or a combination of the following:
 - 1. Salvage.
 - 2. Reuse.
 - 3. Source-separated Recycling.
 - 4. Co-mingled Recycling.
- B. Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much non-hazardous demolition and construction waste as possible including the following materials:
 - 1. Cardboard.
 - 2. Clean dimensional wood.
 - 3. Metals: Material banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 4. Gypsum board.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit three (3) copies of plan within seven (7) calendar days of date established for the Notice of Proceed.
- B. Waste Reduction Progress Reports: Electronically submit, concurrent with Final Application for Payment, the report to the Owner. Include separate reports for demolition and construction waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Destination of waste.
 - 4. Total quantity of waste in tons.
 - 5. Quantity of waste salvaged, both estimated and actual in tons.
 - 6. Quantity of waste recycled, both estimated and actual in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 8. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for Substantial Completion, electronically submit a copy of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work to the Owner.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices. If waste is taken to a facility that landfills and recycles, include facility record of recycling rate for the period of construction.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Conduct construction waste management activities in accordance with State of Washington RCW 70.95.240, Seattle Municipal Code Chapter 21.36 and all other applicable laws and ordinances.
- B. Review of the following publications and programs (request copies by calling King County Solid Waste Division at 206-477-4466)
 - 1. Construction Recycling Directory for Seattle/ King County.
 - 2. Contractors Guide: Save money and resources through job-site recycling and waste prevention.
 - 3. King County Solid Waste Division Report of Co-mingled Recycling Facilities (available at www.metrokc.gov/dnrp/swd/construction-recycling/comingled.asp)

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop a plan consisting of waste identification, waste reduction work plan and cost/revenue analysis. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses and telephone numbers.

4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses and telephone numbers.
 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address and telephone number of each landfill and incinerator facility.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Savings in hauling and tipping fees that are avoided.
 5. Handling and transportation costs. Include cost of collection containers for each type of waste.
 6. Net additional cost or net savings from waste management plan.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Owner. Provide handling, containers, storage, signage, transportation and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Contractor shall be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 1. Distribute waste management plan to everyone concerned within one (1) day of submittal return. A hard copy should remain on site. Send the plan electronically to the Owner.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling and disposal.
 3. The General Contractor will ensure that the waste plan is communicated to the crews and subcontractors on site. They will be informed of:
 - a. How materials should be separated, and why.
 - b. Where materials should go.
 - c. How often the materials will be collected and delivered to the appropriate facilities.
 - d. The importance of recycling, and KCHA's recycling goals for the project.

- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated and sold.
 - 2. Comply with Division 01 50 00 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection and noise control.
 - 3. Clearly label the recycling bins and waste containers on site.
 - 4. Post lists of recyclable and non-recyclable materials in many locations, in different languages.
 - 5. The General Contractor will provide feedback to the crew and subcontractors on the results of their efforts

- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Ensure that subcontractors require the same provisions in their purchase agreements.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports and miscellaneous materials necessary to make items functional for use indicated.

- B. Salvaged Items for Sale and Donation: Not permitted on Project site.

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

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.

- B. Recycling Receivers and Processors: The list below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:
 - 1. Washington State Department of Ecology, Recycling, Northwest Region 425-649-7000.
 - 2. Industrial Materials Exchange (IMEX), Hazardous Waste Management Program, King County, Washington.

3. The “Recycling Plus Program Manual” published by the Washington State Clean Washington Center can be used to develop a job site reduction program. The manual includes a job-site recycling worksheet and form, tips on waste reduction, and other technical assistance. The manual also includes sample language for waste reduction requirements for subcontractors’ agreements, as well as sample provision for a full-service recycling agreement.
 4. LEED Reference Guide, Construction Waste Management section.
 5. Recovery 1 is a resource recovery, recycling and research facility dedicated to developing sustainable waste management systems. www.recovery1.com or by phone at 800-949-5852.
 6. Total Reclaim offers a wide variety of innovative environmental services for management of electronics and other hard to handle materials, including fluorescent lamps, refrigerant gases and appliances. www.totalreclaim.com or by phone 206-343-7443.
 7. “Contractors’ Guide for Preventing Waste and Recycling”
<https://kingcounty.gov/~media/depts/dnrp/solid-waste/construction-recycling/documents/ConGuide.ashx?la=en>
 8. “Seattle/King County Construction Recycling Directory.”
<https://kingcounty.gov/depts/dnrp/solid-waste/programs/green-building/county-green-building.aspx>
- C. Recycling Incentives: Revenues, savings, rebates, tax credits and other incentives received for recycling waste materials shall accrue to Owner.
- D. Procedures: Separate recyclable waste from other waste materials, trash and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.
- 3.4 RECYCLING DEMOLITION WASTE
- A. Wood Materials: Sort and stack members according to size, type and length. Separate lumber, engineered wood products, panel products and treated wood materials.
 - B. Metals: Separate metals by type.
 1. Structural Steel: Stack members according to size, type of member and length.
 2. Remove and dispose of bolts, nuts, washers and other rough hardware.
 - C. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

- D. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- E. Plumbing Fixtures: Separate by type and size.
- F. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers and other components by type and size.
- G. Lighting Fixtures: Separate lamps by type and protect from breakage.
- H. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers and other devices by type.
- I. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
 - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- C. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01 7419

KING COUNTY HOUSING AUTHORITY
Waste Disposal and Recycling Data Form



The resource conservation program at KCHA tracks the disposal and recycling data for all KCHA activities. These includes all of the waste and recycling generated by residents, food composting, yard waste composting, unit-improvement waste, illegal dumping waste, and all waste created during the construction and demolition process. Our goals for all of these areas are:

1. Track the diversion of our waste and improve when possible
2. Meet KCHA recycling goals.

Please provide estimates, to the best of your ability, about the projected waste being generated on this project as well as how much of that waste is being recycled vs disposed. If estimates aren't possible, then we will need this information at project close-out.

Project Name: NIKE MANOR FIRE RESTORATION
Project Address: 23960 35TH PLACE SOUTH, KENT, WA 98032
Work Order No.: 1378 **Job No.:** 400.2

DESCRIPTION	WEIGHT	QUANTITY (Circle One)		
		Lbs.	CY	Tons
Total Waste Generated**				
Waste Disposed				
Waste Recycled				
**Waste Disposed plus Waste Recycled should equal Total Waste Generated				
What % of the total waste do you estimate you will recycle?				

The following tables identify materials expected on this project, the quantities generated, whether they will be disposed or recycled, and what facility they will be disposed or recycled at.

DEMOLITION PHASE				
MATERIAL	QUANTITY Lbs./CY/Tons	DISPOSAL / RECYCLE? (CIRCLE ONE)		DISPOSAL OR RECYCLING FACILITY
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	

Example: Roofing, 3 tons, Recycle, DTG Recycle

CONSTRUCTION PHASE				
MATERIAL	QUANTITY Lbs./CY/Tons	DISPOSAL / RECYCLE? (CIRCLE ONE)		DISPOSAL OR RECYCLING FACILITY
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	
		Disposal	Recycle	

Example: Misc. Con. Mat., 30 cy, Recycle, Waste Management

**SECTION 01 7700
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Warranties.
 3. Final cleaning.
- B. See the Owner-Contractor Contract for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 01 7839 Section "Project Record Documents" for submitting Record Drawings, Record Specifications and Record Product Data.
- D. See Division 01 7823 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. See Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections. Not all Sections will be used.

1.3 SUBSTANTIAL COMPLETION (Refer to Article 9.8 AIA A201-2017)

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications and similar documents (to be included in O&M Manuals).
 4. Obtain and submit to Owner, the releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys and similar final record information to the Owner.
 6. Deliver tools, spare parts, extra materials and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.
 9. Submit test/adjust/balance records to the Owner.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 15. Provide training on all newly installed systems by qualified personnel. Training will be presented to those that use the equipment, i.e. tenants site staff, facility users.
- B. Inspection: Submit a written request for inspection for Substantial Completion to the Owner. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 CONTRACT COMPLETION (Refer to Article 9.10 in AIA A201-2017)

- A. Preliminary Procedures: Before requesting final inspection for determining date of Contract Completion, complete the following:
1. Submit a final Application for Payment according to the Owner-Contractor Contract provisions to the Owner.
 2. Submit to the Owner, a certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements to the Owner.
 4. Instruct Owner's personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Inspection: Submit a written request for final inspection for acceptance to the Owner. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: After Contractor has performed own Quality Control of the Work, Contractor will notify and schedule punch list inspection with Owner and other team

members. Owner will document items needing correction on Owner provided form listing area inspected and deficient item needing correction. Owner will provide Contractor with copy of punch list after inspection is completed. Owner has right to stop inspection due to quantity of repetitious items identified by Owner, or if Contractor has not performed own Quality Control of the Work

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment and building systems.

1.6 WARRANTIES (Refer to Article 3.5 in AIA A201-2017)

- A. Submittal Time: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

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 anti-pollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains and other foreign deposits.
 - c. Remove tools, construction equipment, machinery and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Sweep concrete floors broom clean in unoccupied spaces.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings and other foreign substances.
 - k. Replace parts subject to unusual operating conditions.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers and grills.
 - n. Clean light fixtures, lamps, globes and reflectors to function with full efficiency. Replace burned-out bulbs and those noticeably dimmed by hours of use, and defective or noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - o. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 7700

SECTION 01 7823
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation manuals for systems, subsystems, and equipment Maintenance manuals for the care and maintenance of products, materials, finishes, systems, and equipment.
- B. See Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections. Every Division may not be used.

1.3 SUBMITTALS

- A. Manual: Submit one (1) electronic copy of each manual in final form at least fifteen (15) calendar days before final inspection. Owner will return copy with comments within fifteen (15) calendar days after final inspection.
1. Correct or modify each manual to comply with Owner's comments. Submit two (2) hard copies and one (1) electronic copy on Compact Disk of each corrected manual within fifteen (15) calendar days of receipt of Owner's comments.

PART 2 - PRODUCTS

2.1 MANUALS- GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem and equipment. If possible, assemble instructions for subsystems, equipment and components of one (1) system into a single binder.
 - 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 - 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal and weekend operating instructions; and required sequences for electric or electronic systems.

- D. Systems and Equipment Controls: Describe the sequence of operation and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual; identify by product name and arrange to match manual's table of contents. For each product, list name, address and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern and texture.
 - 4. Material and chemical composition.
 - 5. Re-ordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual; identify by product name and arrange to match manual's table of contents. For each product, list name, address and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment.

- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions that detail essential maintenance procedures.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data includes more than one (1) item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- E. Comply with Division 01 7700 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 7823

SECTION 01 7839
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 7823 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 02 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections. Every Division may not be used.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Submit to Owner PDF **and CAD** files of scanned record prints and three (3) sets of prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications to the Owner.
- C. Record Product Data: Submit to the Owner, annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities.
- E. Submit annotated PDF electronic files and directories of each submittal.

PART 2 PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one (1) set of black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Field Authorization numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Product Data and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, Record Specifications and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Owner's reference during normal working hours.

END OF SECTION 01 7839

G703 - Continuation Sheet

APPLICATION NO:

06 FINAL

APPLICATION DATE:

04.19.21

PERIOD FROM:

04.01.21

PERIOD TO:

04.19.21

SITE NAME - PROJECT NAME; Contract No. CCxxxxx65

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED & STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (AGGREGATE TO DATE)
			FROM PREVIOUS APPLICATION(S) (G)	THIS PERIOD		% (G ÷ C)			
	Allowance & Contingencies	29,000.00	18,851.74	10,148.26	0.00	29,000.00	100.00%	0.00	1,450.00
	Close out	13,523.33	6,761.00	6,762.33	0.00	13,523.33	100.00%	0.00	676.17
	Bond & Insurance	24,050.00	24,050.00	0.00	0.00	24,050.00	100.00%	0.00	1,202.50
	Mobilization	17,500.00	17,500.00	0.00	0.00	17,500.00	100.00%	0.00	875.00
	Demo Siding and Windows	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,500.00
	Frame & GWB F/P, Door, Storage	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	950.00
	Deck Coatings	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%	0.00	775.00
	Deck Railings	23,500.00	21,150.00	2,350.00	0.00	23,500.00	100.00%	0.00	1,175.00
	Roofing incl Ladders and Hatches	57,300.00	28,650.00	28,650.00	0.00	57,300.00	100.00%	0.00	2,865.00
	Roof Framing/Backing/Blocking	11,600.00	10,600.00	1,000.00	0.00	11,600.00	100.00%	0.00	580.00
	Siding and Flashing Materials	43,000.00	43,000.00	0.00	0.00	43,000.00	100.00%	0.00	2,150.00
	Siding Labor	47,000.00	45,000.00	2,000.00	0.00	47,000.00	100.00%	0.00	2,350.00
	Window Materials	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	800.00
	Window Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	750.00
	Patio Door Materials	9,600.00	9,600.00	0.00	0.00	9,600.00	100.00%	0.00	480.00
	Patio Door Labor	9,800.00	9,800.00	0.00	0.00	9,800.00	100.00%	0.00	490.00
	Exterior Doors & Hardware Materials	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00	675.00
	Exterior Door Labor	10,625.00	10,625.00	0.00	0.00	10,625.00	100.00%	0.00	531.25
	Door Hardware Materials	2,200.00	2,200.00	0.00	0.00	2,200.00	100.00%	0.00	110.00
	Gutters	4,200.00	0.00	4,200.00	0.00	4,200.00	100.00%	0.00	210.00
	Flameblock Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	750.00
	Flameblock Materials	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00%	0.00	700.00
	Blinds	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00%	0.00	425.00
	Electrical & Lighting Fixtures	12,800.00	12,800.00	0.00	0.00	12,800.00	100.00%	0.00	640.00
	Exterior Painting	18,000.00	17,000.00	1,000.00	0.00	18,000.00	100.00%	0.00	900.00
	Indirect Costs/Overhead/Profit	103,569.63	90,210.00	13,359.63	0.00	103,569.63	100.00%	0.00	5,178.48
	CO 1 - Contingency	(8,218.97)	0.00	(8,218.97)	0.00	(8,218.97)	100.00%	0.00	(410.95)
	TOTALS	575,548.99	514,297.74	61,251.25	0.00	575,548.99	100.00%	0.00	28,777.45
	5% RETAINAGE	28,777.45	25,714.89	3,062.56	0.00	28,777.45			
	TOTALS LESS RETAINAGE	546,771.54	488,582.85	58,188.69	0.00	546,771.54		0.00	28,777.45
	TOTAL BALANCE TO FINISH (H + I)								28,777.45
	NET CHANGE ORDERS THIS PERIOD:	(8,218.97)	CHANGE ORDERS APPROVED THIS PERIOD (LIST C/O #s)			1			
	NET C/O ADDITIONS (THIS PERIOD):	0.00	NET C/O DEDUCTIONS (THIS PERIOD):			(8,218.97)			
	TOTAL CHANGE ORDERS TO DATE:	(8,218.97)							

Form G702

V - 105694

Application and Certificate for Payment

TO OWNER:	King County Housing Authority Attn: Capital Construction Dept. 700 Andover Park W. Suite C Tukwila, WA 98188	PROJECT NAME / SCOPE OF WORK:	SITE NAME PROJECT NAME	APPLICATION NO:	06 FINAL	Distribution to: OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>
FROM CONTRACTOR:	CONTRACTOR NAME CONTRACTOR ADDRESS CITY, STATE, ZIP	VIA ARCHITECT:	ARC 119 S. MAIN ST. SUITE 200 SEATTLE, WA 98104-2579	PERIOD TO:	04.19.21	
				CONTRACT NO:	CCxxxxx65	
				CONTRACT DATE:	11/16/2020	
				NTP DATE:	11/16/2020	
				PROJECT NO:	215.1B	
				WORK ORDER NO:	1243	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Form G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$583,767.96
2. NET CHANGE BY CHANGE ORDERS.....	(\$8,218.97)
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$575,548.99
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$575,548.99
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D + E on G703: \$575,548.99)= \$28,777.45	
b. <u>5</u> % of Stored Material (Column F on G703: \$0.00)= \$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$28,777.45
6. TOTAL EARNED LESS RETAINAGE.....	\$546,771.54
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$488,582.85
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$58,188.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$28,777.45

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: _____

State of: _____
County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____
My Commission expires: _____

OWNER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of the Representative's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$58,188.69

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this month. (CO numbers listed below)	\$0.00	(\$8,218.97)
#s: 1 TOTALS	\$0.00	(\$8,218.97)
NET CHANGES by Change Order		(\$8,218.97)

OWNER'S REPRESENTATIVE:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



GENERAL CONTRACTOR CERTIFICATION UPON APPLICATION FOR PAYMENT

OWNER:	<u>King County Housing Authority</u>	PAY REQUEST NUMBER:	<u>06</u>
GENERAL CONTRACTOR:	<u>CONTRACTOR NAME</u>	DATE: PERIOD FROM:	<u>04.01.21</u>
PROJECT NAME:	<u>SITE NAME</u>	THROUGH:	<u>04.19.21</u>
SCOPE OF WORK:	<u>PROJECT NAME</u>	CONTRACT NUMBER:	<u>CCxxxxx65</u>

1.	ORIGINAL CONTRACT AMOUNT:	\$	<u>583,767.96</u>
2.	APPROVED CHANGE ORDER(S):	\$	<u>(8,218.97)</u>
3.	CURRENT CONTRACT AMOUNT:	\$	<u>575,548.99</u>
4.	AMOUNT OF PREVIOUS CERTIFICATES FOR PAYMENT:	\$	<u>488,582.85</u>
5.	AMOUNT OF CURRENT CERTIFICATE FOR PAYMENT REQUEST:	\$	<u>58,188.69</u>

By submitting the accompanying Application for Payment, the Contractor certifies, agrees and warrants to the Owner as follows:

- The Contractor has made full payment to all laborers, subcontractors and suppliers of material and equipment whose charges were included in any prior Application for Payment, subject only to (a) retainage at the contract rate, and (b) the matters set forth below or on an attachment hereto.
- The Contractor knows of no one making a claim for payment other than those included in the current Application for Payment, who will be paid when the current Application for Payment is paid by Owner, except as noted below or on an attachment hereto.
- In consideration of payments made by Owner, the Contractor hereby waives and releases any and all claims and demands against Owner and the Project for all periods up to and including the period covered by this Application for Payment, subject only to (a) receipt of payment of the current Application, (b) applicable retainage, and (c) the matters set forth below or on an attachment hereto.

EXCEPTION(S) - DESCRIPTION: _____ AMOUNT: _____

GENERAL CONTRACTOR NAME: _____ **CONTRACTOR NAME** _____

BY AUTHORIZED SIGNER: _____ PRINT NAME _____ TITLE _____ DATE _____

**State of Washington
 County of King**

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Signed before me on this _____ Day of _____

SEAL

Notary Public in and for the State of Washington

Residing at: _____

My Commission Expires: _____





SUBSTITUTION REQUEST

Project: _____ Sub. Request #: _____
 _____ From: _____
 To: _____ Date: _____
 _____ A/E Project #: _____
 Re: _____ Contract For: _____

Specification Title: _____ Description: _____
 Section: _____ Page: _____ Article / Paragraph: _____

Proposed Substitution: _____
 Manufacturer: _____
 Address: _____ Phone: _____
 Trade Name: _____ Model No.: _____
 Installer: _____
 Address: _____ Phone: _____
 History: New Product 2 - 5 years old 5 - 10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:
 Project: _____ Architect: _____
 Address: _____ Owner: _____
 _____ Data Installed: _____

Proposed substitution affects other parts of Work: No Yes; Explain: _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes (If Yes): Add Deduct _____ days.

*If Contract time is to be extended, a Change Order must be prepared.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, included A/E design, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's Review and Action:

- Substitution approved - Make submittals in accordance with Specification Section
- Substitution approved as noted - Make submittals in accordance with Specification Section
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Composite door frames.
- C. Wood trim, base trim, casings and moldings.
- D. Hardware and attachment accessories.

1.2 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Plywood backing boards, support framing, grounds, and concealed blocking.
- B. Section 06 65 00 - Exterior Synthetic Trim: Coordination with exterior synthetic trim.
- C. Section 07 46 46 - Fiber-Cement Siding
- D. Section 08 16 13 - Fiberglass Doors: Coordination with composite door frames.
- E. Section 08 53 13 - Vinyl Windows
- F. Section 09 90 00 - Painting and Coating

1.3 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- C. AWI (QCP) - Quality Certification Program; Current Edition.
- D. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- E. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- F. AWPA U1 - Use Category System: User Specification for Treated Wood; 2021.
- G. NHLA G-101 - Rules for the Measurement & Inspection of Hardwood & Cypress; 2015.
- H. WDMA I.S. 4 - Industry Specification for Preservative Treatment for Millwork; 2015a.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Sequence installation to ensure utility and other concealed connections are achieved in an orderly and expeditious manner.

1.5 SUBMITTALS

- A. See Division 1 Project Administration for submittal procedures and requirements. Refer to **BID PACKAGE** for these **GENERAL REQUIREMENTS**.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
 - 1. Scale of Drawings: 1-1/2 inch to 1 foot, minimum.
 - 2. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
 - 3. Include certification program label.
- C. Certificate: Submit labels and certificates required by quality assurance and quality control programs.
- D. Maintenance Data for users operation and maintenance of system including:

1. Methods for maintaining system's materials and finishes.
2. Precautions about cleaning materials and methods that could be detrimental to components, finishes, and performance.

1.6 QUALITY ASSURANCE

- A. Perform work in accordance with AWI Architectural Woodwork Quality Standards Illustrated, Custom grade.
- B. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
 1. Accredited participant in the specified certification program prior to the commencement of fabrication and throughout the duration of the project.
- C. Quality Certification:
 1. Comply with AWI (QCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section: www.awiqcp.org/#sle.
 2. Provide labels or certificates indicating that work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
 3. Provide designated labels on shop drawings as required by certification program.
 4. Provide designated labels on installed products as required by certification program.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect work from moisture damage as required by the Quality Certification Program for installation of the installed products to meet the Performance and Design Criteria.
- B. Handle materials and products to prevent damage to edges, ends, or surfaces.

PART 2 PRODUCTS

2.1 FINISH CARPENTRY ITEMS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior Woodwork Items:
 1. Moldings, Bases, Casings, and Miscellaneous Trim: Medium-Density Fiberboard: ANSI A208.2, Grade MD-Exterior Glue.

2.2 INTERIOR WOOD TRIM, CASINGS AND MOLDINGS (DOORS)

- A. Casing Header: 1" x 3" MDF Flat stock.
- B. Casing Legs: 9/16" x 2-1/2" MDF Flat stock.
- C. Jamb Liner: 9/16" MDF Flat stock. Cut to fit opening.
- D. Moisture Content: 4 percent to 7 percent.
- E. Formaldehyde Content: Manufactured with no added formaldehyde, including formaldehyde free binders. Labeled by manufacturer as containing no added urea formaldehyde (NAUF).

2.3 FASTENINGS

- A. Adhesive for Purposes Other Than Laminate Installation: Suitable for the purpose; not containing formaldehyde or other volatile organic compounds.
- B. Fasteners for Exterior Applications: Hot-dipped galvanized steel complying with ASTM A153/A153M; length required to penetrate wood substrate 1-1/2 inch

minimum.

- C. Concealed Joint Fasteners: Threaded steel.

2.4 ACCESSORIES

- A. Adhesive: Type recommended by AWI/AWMAC to suit application.
- B. Primer: As specified in Sections 09 90 00 - Paintings and Coatings.
- C. Wood Filler: Solvent base, tinted to match surface finish color.

2.5 FABRICATION

- A. Select and cut material to exclude damaged, marked or defective areas.
- B. Shop assemble work for delivery to site, permitting passage through building openings.
- C. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.
- D. All casing and trim pieces are to be single lengths up to 20 feet in length. Within 20 feet of installed length, no single piece shall be less than 5 feet long.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify adequacy of backing and support framing.

3.2 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.
 - 1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.
 - 3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
- D. Flush nail fascia boards. Drive nail so the back of the head is flush with the board surface. Do not overdrive nails.

3.3 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

3.4 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

3.5 PROTECTION

- A. Protect installed work as required by the quality standard to maintain product performance, design criteria and warranty.

**END OF
SECTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Architectural cabinets, countertops and accessories.
- B. Related Requirements:
 - 1. Section 06 10 00 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets that are concealed within other construction before cabinet installation.

1.3 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to support loads imposed by installed and fully loaded cabinets.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- B. Shop Drawings: For plastic-laminate-faced architectural cabinets.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Show large-scale details.
 - 3. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 4. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.
 - 5. Apply AWI Quality Certification Program label to Shop Drawings.
- C. Samples: For each exposed product and for each color and texture specified, in manufacturer's or fabricator's standard size.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
 - 1. Shop Certification: AWI's Quality Certification Program accredited participant.
- B. Installer Qualifications: Fabricator of products.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature and relative humidity at levels planned for building occupants during the remainder of the construction period.

- B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.
- C. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 CABINET FABRICATORS

- A. Fabricators: Subject to compliance with requirements, available fabricators offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Kitchen Kompact

2.2 CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of cabinets indicated for construction, finishes, installation, and other requirements.
 - 1. Provide inspections of fabrication and installation together with labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified. The Contract Documents contain requirements that are more stringent than the referenced quality standard. Comply with requirements of Contract Documents in addition to those of the referenced quality standard.
- B. Style: Chadwood
- C. Door: Oak Recessed Panel.
- D. Finish: Natural.

2.3 COUNTERTOPS AND SPLASHES

- A. Hampton Bay.
 - 1. Backsplash: Pre formed with waterfall edge
 - 2. Color: Sea Salt

B.

2.4 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Wood Moisture Content: 5 to 10 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of architectural cabinet and quality grade specified unless otherwise indicated.
 - 1. Medium-Density Fiberboard (MDF): ANSI A208.2, Grade 130.
 - 2. Particleboard: ANSI A208.1, Grade M-2.
 - 3. Straw-Based Particleboard: ANSI A208.1, Grade M-2, except for density.
 - 4. Softwood Plywood: DOC PS 1.
 - 5. Thermoset Decorative Panels: Particleboard or MDF finished with thermally fused, melamine- impregnated decorative paper and complying with requirements of NEMA LD

3, Grade VGL, for Test Methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.5 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 08 71 00 "Door Hardware." Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 100 degrees of opening, self-closing.
- B. Wire Pulls: Back mounted, solid metal, 4 inches long, 5/16 inch in diameter.
- C. Catches: Magnetic catches, BHMA A156.9, B03141.
- D. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.
- E. Shelf Rests: BHMA A156.9, B04013; metal.
- F. Drawer Slides: BHMA A156.9.
 - 1. Grade 1 and Grade 2: Side mounted.
 - a. Type: Full extension.
 - b. Material: Zinc-plated steel with polymer rollers.
 - 2. Grade 1HD-100 and Grade 1HD-200: Side mounted; full-extension type; zinc-plated-steel ball-bearing slides.
 - 3. For drawers not more than 3 inches high and not more than 24 inches wide, provide Grade 2.
 - 4. For drawers more than 3 inches high, but not more than 6 inches high and not more than 24 inches wide, provide Grade 1.
 - 5. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-100.
 - 6. For computer keyboard shelves, provide Grade 1.
- G. Door Locks: BHMA A156.11, E07121.
- H. Drawer Locks: BHMA A156.11, E07041.
- I. Door and Drawer Silencers: BHMA A156.16, L03011.
- J. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
 - 1. Dark, Oxidized, Satin Bronze, Oil Rubbed: BHMA 613 for bronze base; BHMA 640 for steel base; match Architect's sample.
 - 2. Bright Brass, Clear Coated: BHMA 605 for brass base; BHMA 632 for steel base.
 - 3. Bright Brass, Vacuum Coated: BHMA 723 for brass base; BHMA 729 for zinc-coated-steel base.
 - 4. Satin Brass, Blackened, Bright Relieved, Clear Coated: BHMA 610 for brass base; BHMA 636 for steel base.
 - 5. Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.
 - 6. Bright Chromium Plated: BHMA 625 for brass or bronze base; BHMA 651 for steel base.
 - 7. Satin Stainless Steel: BHMA 630.
- K. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

2.6 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber kiln-dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-

metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

- C. Adhesive for Bonding Plastic Laminate:
 - 1. Unpigmented contact cement.
 - 2. Adhesive for Bonding Edges: Hot-melt adhesive.

2.7 FABRICATION

- A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
 - 1. Notify Owner seven days in advance of the dates and times architectural cabinet fabrication will be complete.
 - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

- A. Grade: Install cabinets to comply with quality standard grade of item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to extent that it was not completed in the shop.
- C. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.
- D. Install cabinets level, plumb, and true in line to a tolerance of 1/8 inch in 96 inches using concealed shims.
 - 1. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches o.c. with No. 10 wafer-head screws sized for not less than 1-1/2-inch penetrations into wood framing, blocking, or hanging strips

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.

- C. Clean cabinets on exposed and semi-exposed surfaces.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Composite sheet membrane system as required for a continuous barrier to resist air and water infiltration through differential air pressure into building wall enclosure at sheathing, fenestrations, penetrations and other openings.
- B. Section Includes:
 - 1. Air and Water Barrier System,
 - 2. Accessories as required for installation of continuous barrier,
 - 3. Flexible Flashing,
 - 4. Flexible Sill Flashing,
 - 5. Flashing Panels.

1.2 RELATED SECTIONS

- A. Section 079200 - Joint Sealants

1.3 REFERENCES

- A. Reference Standards: Most current edition at date of Bid.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D882 - Standard Test Method for Tensile Properties of Thin Plastic Sheeting
 - 2. ASTM D5034 - Standard Test Method for Breaking Strength and Elongation of Textile Fabrics Grab Test
 - 3. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
 - 4. ASTM E96 / E96M - Standard Test Methods for Water Vapor Transmission of Materials
 - 5. ASTM E398 - Standard Test Method for Water Vapor Transmission Rate of Sheet Materials Using Dynamic Relative Humidity Measurement

1.4 SUBMITTALS

- A. Submit in accordance with Section 013300 Submittal Procedures.
- B. Submit:
 - 1. Product Data: Manufacturer's literature for each item specified.
 - 2. Warranty: Manufacturer's ten (10) Year Limited Product and Labor Sample Warranty form.
- C. Closeout Submittals - Reference Section 017700, submit following items:
 - 1. Manufacturer's Product Warranty.

1.5 WARRANTY

- A. Provide Manufacturer's ten (10) Year Limited Product and Labor Sample Warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design and Inspections: Products and systems by DuPont. Contact: Jared Walker, Phone: (253) 606-8155, Jwalker@orepac.com

2.2 REGULATORY REQUIREMENTS

- A. IBC 2015, including Section 1404.2 and 2510.6.
- B. ICC ES AC38 Acceptance Criteria for Water-Resistive Barriers.

2.3 AIR AND WATER BARRIER SYSTEM

- A. Basis of Design: Dupont Tyvek "DrainWrap," spun-bonded polyolefin, non-woven, non-perforated, weather barrier and related assembly components or approved equal.
 - 1. Air Penetration Resistance: 0.004 cfm/ft² at 75 Pa, when tested in accordance with ASTM E2178. Type I per ASTM E1677.
 - 2. Water Vapor Transmission: 50 perms, when tested in accordance with ASTM E96, Method B.
 - 3. Water Penetration Resistance: 210 cm when tested in accordance with AATCC Test Method 127.
 - 4. Basis Weight: 2.1 oz./yd², when tested in accordance with TAPPI Test Method T-410.
 - 5. Air Resistance: >300 seconds, when tested in accordance with TAPPI Test Method T-460.
 - 6. Tensile Strength: 30/30 lbs./in., when tested in accordance with ASTM D882, Method A.
 - 7. Tear Resistance: 7/9 lbs., when tested in accordance with ASTM D1117.
 - 8. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E84. Flame Spread: 5, Smoke Developed: 25.
 - 9. Drainage Efficiency: >98%, when tested in accordance with ASTM E2273

2.4 ACCESSORIES

- A. Seam Tape
 - 1. Basis of Design: Three (3") inch wide, DuPont™ Tyvek® Tape for commercial applications or approved equal.
- B. Fasteners
 - 1. Basis of Design: Tyvek® Wrap Caps for use with wood construction, as distributed by DuPont: #4 nails with large one (1")-inch plastic cap fasteners, or one (1")-inch plastic cap staples with leg length sufficient to achieve a minimum penetration of 5/8-inch into the wood stud or approved equal.
- C. Sealants
 - 1. Basis of Design: DOWSIL 758, as distributed by DOW: silicone weather barrier sealant or approved equal.
- D. Primers
 - 1. Basis of Design: DuPont™ Adhesive/Primer, as distributed by DuPont: synthetic rubber-based spray applied primer for self-adhered flashing products or approved equal.
- E. Flexible Flashing
 - 1. Basis of Design: DuPont™ Flashing Tape, as distributed by DuPont: straight flashing membrane materials for flashing windows and doors and sealing penetrations or approved equal.

- F. Flexible Sill Flashing
 - 1. Basis of Design: DuPont™ FlexWrap™ NF, as distributed by DuPont: flexible membrane flashing materials for window openings and penetrations or approved equal.
- G. Flashing Panels
 - 1. Basis of Design: Manufactured by QuickFlash, Inc. Size and type to suit application and conditions in field or approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify conditions ready to receive work of this Section before beginning.
- B. Verify substrate and surface conditions are in accordance with weather barrier manufacturer recommended tolerances prior to installation of weather barrier and accessories.

3.2 INSTALLATION OF WEATHER RESISTANT BARRIER

- A. Conform to manufacturer's instructions for air barrier installation and provisions of Contract Documents.
- B. Install weather barrier over exterior face of exterior wall substrate in accordance with manufacturer recommendations for air barrier installation.
- C. Install weather barrier prior to installation of windows and doors.
- D. Start weather barrier installation at a building corner, leaving twelve (12") inches of weather barrier extended beyond corner to overlap.
- E. Window and Door Openings: Extend weather barrier completely over openings.
- F. Overlap weather barrier:
 - 1. Exterior corners: minimum twelve (12") inches.
 - 2. Seams: minimum six (6") inches.
- G. Weather Barrier Attachment:
 - 1. Attach weather barrier to exterior sheathing. Secure using weather barrier manufacturer's recommended fasteners and spacing.

3.3 SEALING

- A. Seal seams of weather barrier with seam tape at all vertical and horizontal overlapping seams.
- B. Seal any tears or cuts as recommended by weather barrier manufacturer.

3.4 OPENING PREPARATION

- A. Cut weather barrier in an "I-cut" pattern. A modified "I-cut" is also acceptable.
 - 1. Cut weather barrier horizontally along the bottom and top of the window opening.
 - 2. From the top center of the window opening, cut weather barrier vertically down to the sill.
 - 3. Fold side and bottom weather barrier flaps into window opening and fasten.
- B. Cut a head flap at 45-degree angle in the weather barrier at window head to expose eight (8") inches of sheathing. Temporarily secure weather barrier flap away from sheathing with tape.

- C. Cut six (6") inch wide flexible sill flashing a minimum of twelve (12") inches longer than width of sill rough opening.
- D. Cover horizontal sill by aligning flexible sill flashing edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of six (6") inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.
- E. Fan flexible sill flashing at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges.
- F. On exterior, apply continuous bead of sealant to wall or backside of window mounting flange across jambs and head. Do not apply sealant across sill.
- G. Install window according to manufacturer's instructions.
- H. Apply four (4") inch wide strips of flexible flashing at jambs overlapping entire mounting flange. Extend jamb flashing one (1") inch above top of window flange and below bottom edge of sill flashing.
- I. Apply four (4") inch wide strip of flexible flashing as head flashing overlapping the mounting flange. Head flashing should extend beyond outside edges of both jamb flashings.
- J. Apply four (4") inch wide strip of flexible flashing to adhere metal head flashing to sheathing.
- K. Tape head flap in accordance with manufacturer recommendations.
- L. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealant in accordance with sealant manufacturer's instructions and ASTM C 1193.

3.5 FIELD QUALITY CONTROL

- A. Notify manufacturer's designated representative to periodically observe weather barrier assembly installation as required to obtain manufacturer's ten (10) Year Limited Product and Labor Warranty.

3.6 PROTECTION

- A. Protect installed weather barrier from damage.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fiber cement lap siding
2. Fiber cement shingle siding
3. Fiber cement board and batten siding
4. Fiber cement vented soffit panels
5. Fiber cement window & door trim
6. Fiber cement trim
7. Fiber cement fascia
8. PVC mounting block
9. Aluminum Trim

1.2 RELATED SECTIONS:

- A. Section 076200 - Sheet Metal, Flashing and Trim
- B. Section 079200 - Joint Sealants
- C. Section 099100 - Painting

1.3 REFERENCES

- A. Reference Standards: Most current edition at date of Bid.
- B. American Society of Civil Engineers (ASCE) 7 - Minimum Design Loads for Buildings and Other Structures.
- C. American Society for Testing and Materials (ASTM):
 1. ASTM E72 - Standard Test Methods of Conducting Strength Tests of Panels for Building Construction
 2. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
 3. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials
 4. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees C
 5. ASTM C1185 - Standard Test Methods for Sampling and Testing Non-Asbestos Fiber-Cement Flat Sheet, Roofing and Siding Shingles, and Clapboards
 6. ASTM C1186 - Standard Specification for Flat, Non-Asbestos, Fiber-Cement Sheets

1.4 SYSTEM DESCRIPTION

- A. Design Requirements: Design and install siding system to withstand minimum wind pressures in accordance with applicable building codes and ASCE 7.

1.5 SUBMITTALS

- A. Submit in accordance with Section 013300 Submittal Procedures.
- B. Submit:
 1. Product Data: Manufacturer's data sheets on each product to be used, including:
 - a. Manufacturer's requirements for related materials to be installed by others.

- b. Preparation instructions and recommendations.
 - c. Storage and handling requirements and recommendations.
 - d. Installation methods, including nail patterns.
 2. Test Report: Applicable model code authority evaluation report (e.g. ICC-ES).
 3. Maintenance Instructions: Periodic inspection recommendations and maintenance procedures.
 4. Submittals for Review:
 - a. Product Data: Indicate siding profiles, sizes, fastening methods, surface texture and finish.
 - b. Manufacturer's installation instructions.
 - c. Samples:
 - i 4 x 6 inch siding samples
 - ii 3 inch long trim samples
 - d. Warranty: Sample warranty form
- C. Quality Control Submittals:
 1. Certificates of Compliance: Certification from an independent testing laboratory that siding system meets fire hazard classification requirements.
- D. Closeout Submittals - Reference Section 017700, submit following items:
 1. Manufacturer's Product Warranty.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Minimum three (3) years documented experience in work of this Section.
- B. Obtain all siding materials from a single source manufacturer.
- C. Mockup:
 1. Size: Minimum 4 x 8 feet.
 2. Show: Weather resistant barrier, siding, trim, flashings and joint sealers. Include one (1) window, and one (1) external corner.
 3. Location to be coordinated with Owner.
 4. Approved mockup may remain as part of the Work.
- D. Pre-Installation Conference:
 1. Convene at site two (2) weeks prior to beginning work of this Section.
 2. Attendance: Owner, Contractor, siding system installer and related trades.
 3. Review and discuss: Contract Documents, siding system manufacturer's literature, moisture barrier requirements, project conditions, scheduling and other matters affecting installation.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Store products under a roof or separate waterproof covering and keep dry prior to installing, elevated above grade, on a flat, smooth and level surface. Protect edges and corners from chipping.
- B. Protect siding from damage by other trades.

1.8 WARRANTY

- A. Provide manufacturer's non-pro-rated thirty (30) year warranty providing coverage against hail and termite damage and defects in materials and workmanship.

- B. Provide installer's two (2) year warranty providing coverage against defects in installation.
This is an extension of the Contractor's standard one (1) year warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Products and systems by James Hardie Commercial; Contact: Dave Hughes;
Phone: (253) 315-5317; Web: www.jameshardie.com
- B. Or approved equal.

2.2 MATERIALS

A. Fiber Cement Lap Siding System:

1. Meet ASTM C1186, Grade A, Type II
2. Formulated from Portland cement, ground sand, cellulose fibers, additives, and water; formed under pressure to required profile
3. Size: 6-1/4" planks with 5" exposure
4. Thickness: 5/16"
5. Surface texture: Wood Grain
6. Fire hazard classification: Maximum flame spread/smoke developed rating of 0/5, tested to ASTM E84
7. Combustibility; Noncombustible, tested to ASTM E136
8. Finish: Factory prime painted, for field-applied paint finish
9. Color: Specified 099100

B. :

1. Meet ASTM C1186, Grade A, Type II
2. Formulated from Portland cement, ground sand, cellulose fibers, additives, and water; formed under pressure to required profile
3. Panel size: 4' x 8' panels
4. Panel thickness: 5/16"
5. Panel surface texture: Wood Grain
6. Batten Size: 3/4" thick by 2.5" wide
7. Batten Length: 12' nominal
8. Fire hazard classification: Maximum flame spread/smoke developed rating of 0/5, tested to ASTM E84
9. Combustibility; Noncombustible, tested to ASTM E136
10. Finish: Factory prime painted, for field-applied paint finish
11. Color: Specified 099100

C. Vented Fiber Cement Soffit Panels:

1. Meet ASTM C1186, Grade A, Type II
2. Formulated from Portland cement, ground sand, cellulose fibers, additives, and water; formed under pressure to required profile
3. Size: 24" x 8'
4. Thickness: 1/4"

5. Surface texture: Smooth vented
6. Fire hazard classification: Maximum flame spread/smoke developed rating of 0/5, tested to ASTM E84
7. Noncombustible, tested to ASTM E136
8. Finish: Factory prime painted, for field-applied paint finish
9. Color: Specified 099100

D. Fiber Cement Window & Door Trim:

1. Meet ASTM C1186, Grade A, Type II
2. Formulated from Portland cement, ground sand, cellulose fibers, additives, and water; formed under pressure to required profile
3. Length: 12' nominal 4. Size: 1" x 3-1/2"
4. Surface texture: Wood Grain
5. Finish: Factory prime painted, for field-applied paint finish
6. Color: Specified 099100

E. Fiber Cement Trim:

1. Meet ASTM C1186, Grade A, Type II
2. Formulated from Portland cement, ground sand, cellulose fibers, additives, and water; formed under pressure to required profile
3. Length: 12' nominal
4. Sizes: 1" x various widths: 3-1/2", 5-1/2", 7-1/4", 9-1/4", & 11-1/4", noted per architectural drawings.
5. Surface texture: Wood Grain
6. Finish: Factory prime painted, for field-applied paint finish
7. Color: Specified 099100

F. Fiber Cement Fascia Board:

1. Meet ASTM C1186, Grade A, Type II
2. Formulated from Portland cement, ground sand, cellulose fibers, additives, and water; formed under pressure to required profile
3. Length: 12' nominal 4. Size: 1" x 5-1/2"
5. Surface texture: Wood Grain
6. Finish: Factory prime painted, for field-applied paint finish
7. Color: Specified 099100

G. Aluminum Trim:

1. Extruded Aluminum Trim, Shape per drawings: EasyTrim or equal

2.3 ACCESSORIES

A. PVC Mounting Block:

1. Manufacturer:
 - a. Basis of Design: Sturdi Mount; Tel: 800-521-8486; Email: wayne_sanderson@tapoint.com; Web: www.sturdimount.com
 - b. Or approved equal.
2. Universal Mount:
 - a. Material: PVC

- b. Application: Dryer vents
 - c. Size: 8-5/16" by 11-1/4"
 - d. Color: Primed
 3. Split Mount:
 - a. Material: PVC
 - b. Application: Hose bibs, gas lines, HVAC drip lines
 - c. Size: 6" by 8-1/2"
 - d. Color: Primed
 4. Receptacle Mount:
 - a. Material: PVC
 - b. Application: Receptacle outlet
 - c. Size: 6" by 8-1/2"
 - d. Color: Primed
 5. Oversized Mount:
 - a. Material: PVC
 - b. Application: Exterior wall mounted lights
 - c. Size: 8 1/4" by 15-1/4"
 - d. Color: Primed
 6. Parts and Installation Products: As required for a complete installation.
 - a. ABS plastic flange
 - b. Blank panels for custom openings
 - c. Stainless steel staples
 - d. Roofing nails, 2-1/2" long
 - e. Brad nails, 2" long
 - f. Caulk/Sealant
 - g. Trim coil
- B. Fasteners: Stainless steel, T or pan head type as recommended by panel manufacturer, of equal or greater holding power than required by manufacturer's code compliance reports; length as required to penetrate minimum 1-1/4 inch (32 mm); sized and nailing pattern per manufacturer's printed data.
- C. Sheet Metal Flashings and Trim: Specified in Section 076200.
- D. Edge Sealer/Primer: Type recommended by siding manufacturer.
- E. Joint Sealers: Specified in Section 079200.
- F. Field Finish Paint: Specified 099100.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine substrate and clean and repair as required to eliminate conditions that would be detrimental to proper installation.
- B. Wood framing and blocking shall be installed as required by manufacturer, as detailed and complying with local building codes. Minimum 1½-inch face and straight, true, of uniform dimensions and properly aligned to receive nailing.
- C. Verify that weather barrier has been installed over substrate completely and correctly.
- D. Do not begin until unacceptable conditions have been corrected. Correct conditions detrimental to timely and proper completion of work.
- E. If substrate preparation is the responsibility of another installer, notify Owner of

unsatisfactory preparation before proceeding.

- F. Any work which is not acceptable due to a discrepancy which has not been called to the attention of the Owner shall be repaired or replaced to conform to the original intent of the drawings at no additional cost to the Owner.

3.2 PREPARATION

- A. Coordinate installation of sheet metal flashing indicated in drawings and specified 076200:
 - 1. Include miscellaneous flashings needed for completion of a weathertight envelope and incidental to the work of this Contract.

3.3 TOLERANCES

- A. Maximum Variation from Plumb and Level: 1/4 inch per ten (10') feet.
- B. Maximum Offset From Joint Alignment: 1/16 inch.

3.4 INSTALLATION

- A. Install fiber cement siding system in accordance with manufacturer's instructions.
 - 1. Read warranty and comply with all terms necessary to maintain warranty coverage.
 - 2. Install in accordance with conditions stated in model code evaluation report applicable to location of project.
 - 3. Use trim details indicated on drawings.
 - 4. Seal/prime all cut edges before installing.
 - 5. Pre-drill nail holes if necessary to prevent breakage.
- B. Prior to installation of siding and trim, install water resistive barrier and flashings as required by code to provide a weather resistant substrate.
- C. Fasten siding through sheathing into studs or into the wood sheathing as permitted by the manufacturer's installation instructions.
- D. Fasten siding system at maximum spacing per manufacturer's code compliance reports.
- E. Provide minimum six (6") inch clearance between siding system and finished grade.
- F. Provide minimum two (2") inch clearance between siding system and other solid surfaces.
- G. Leave 1/4" minimum gap between horizontal drainage flashings and bottom of siding above. Do not seal this space.
- H. Locate splices at least twelve (12") inches away from window and door openings.
- I. Allow minimum vertical clearance between edge of siding system and adjacent materials in accordance with manufacturer's instructions.
- J. Cut panels to fit around penetrations with maximum 1/4 inch gap. Smooth and seal cut edges.
- K. Lap siding to be installed with a 6" typical reveal, per manufacturer's recommendations. Blind nailing (fastening each piece such that the lap above it covers the fastener) is to be done according to manufacturer's recommendations.
 - 1. Joints in Horizontal Siding: Avoid joints in lap siding except at corners; where joints are inevitable stagger joints between successive courses. Follow manufacturer's installation instructions for treatment of butt joints.
- L. Apply joint sealer between panel system and adjacent surfaces as specified in Section 079200 Joint Sealants except at horizontal drainage flashings. Do not seal lap joints or vertical joints of lap siding. Paint all exposed cut edges.

- M. Trim boards shall be nailed into solid wood backing only, finish nail in a pattern approved by manufacturer. Verify proper backing is provided. Fasten trim at maximum twenty-four (24") inches on center.

3.5 CLEANING AND PROTECTION

- A. Protect installed products until completion of project.
- B. At completion of work, remove debris caused by siding installation from project site.
- C. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Operable vinyl windows
 - 2. Fixed vinyl windows
 - 3. Vinyl sliding glass doors

1.2 RELATED REQUIRMENTS

- A. Section 079200 – Joint Sealants

1.3 REFERENCE STANDARDS

- A. Reference Standards: Most current edition at date of Bid or as noted below.
- B. AAMA/WDMA/CSA 101/I.S.2/A440-11 – NAFS 11 - North American Fenestration Standard/Specification for windows, doors, and skylights.
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements
 - 2. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference
 - 3. ASTM E774 – Sealed Insulating Glass Units

1.4 SUBMITTALS

- A. Submit in accordance with Section 013300 Submittal Procedures.
- B. Submit:
 - 1. Product Data: Submit manufacturer's product data for each material and product used.
 - 2. Shop Drawings: Include window schedule, elevations, sections, details. Include head, sill and jamb conditions, operable parts, direction/handing and special mullion reinforcement details.
 - 3. Samples: Submit selection samples for verification, include the following:
 - a. Exterior Color: Minimum one by four (1"x4") inch color chips on fiberglass substrate: White.
 - b. Glass, showing specified tint color.
- C. Quality Assurance/Control Submittals:
 - 1. Qualifications: Proof of Manufacturer's qualifications.
 - 2. U-Factor charts required for NFRC and AAMA labeling requirements.
 - 3. Test reports verifying AAMA/WDMA/CSA 101/I.S.2/A440 performance grade.
- D. Closeout Submittals - Reference Section 017700, submit following items:
 - 1. Temporary window labels and legend to identify windows that labels were applied to.
 - 2. Owner's Manual/Maintenance Instructions.
 - 3. Special Warranties.

1.5 QUALITY ASSURANCE

- A. Overall Standards: Comply with ANSI/AAMA/NWDA 101/I.S.2, except where noted herein.
- B. Manufacturer Qualifications:
 - 1. Minimum ten (10) years' experience in producing vinyl windows.

2. Member AAMA & NFRC.
- C. Installer Qualifications: Company specializing in performing the work of this section and approved by manufacturer.
- D. Certifications for Insulated Glass Units:
 1. Insulated glass units are certified to ASTM E2188/E2190 per the Associated Laboratories Incorporated (ALI) guidelines.
- E. AAMA: Windows shall be Gold Label certified with label attached to frame per AAMA requirements.
- F. NFRC: Windows shall be NFRC certified with temporary U-factor label applied to glass and an NFRC tab added to permanent AAMA frame label.
- G. Source Limitations: Obtain vinyl windows through one source from a single manufacturer.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Comply with Manufacturer's/Dealer's ordering instructions and lead time requirements to avoid construction delays.
- B. Delivery: Deliver materials in Manufacturer's standard packaging for protection of product.
- C. Storage & Protection: Store products away from exposure to environmental conditions that may be harmful to materials.
- D. Store materials off ground in an upright position. Provide cover from weather and construction activity.
- E. Jig, brace and box the window frame assemblies for handling on site to minimize flexing of members or joints.
- F. Follow Manufacturer's instructions on label applied to units.

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify window openings by field measurements before fabrication and indicate measurements on Shop Drawings. Confirm flashing dimensions.
- B. Coordinate work with trades of other specification sections.

1.8 WARRANTY

- A. Commercial Warranty:
 1. Ten (10) Year Manufacturer's Warranty. This is an extension of the Contractor's standard one (1) year warranty.
 2. Guarantee windows against defects in materials and workmanship including costs for replacement parts and labor.

1.9 PERFORMANCE REQUIREMENTS

- A. Provide factory fabricated window assemblies that conform to the configurations shown on the Drawings and to the requirements of this section, and have been tested by a qualified independent third party testing agency per AAMA/WDMA/CSA 101/I.S.2/A440 testing requirements and found to meet or exceed the minimum Performance Grade specified on the Drawings.
- B. Design Pressure: Testing performed per AAMA/WDMA/CSA 101/I.S.2/A440 shall be based on a design pressure of 15 psf.

- C. Structural Performance: Window assembly shall comply with AAMA/WDMA/CSA 101/I.S.2/A440 uniform load test requirements at the design pressure provided above.
- D. Thermal Movement: Design sections to permit movement caused by thermal expansion and contraction of plastic to suit glass, infill and perimeter opening construction.
- E. Thermal Performance:
 - 1. U-values shall be determined per NFRC 100. Window units shall be labeled and certified by the manufacturer to meet u-values noted on Drawings.
 - 2. SHGC shall be determined per NFRC 200. Window units shall be labeled and certified by the manufacturer to meet SHGC values noted on Drawings.
- F. Air Leakage, Window assembly shall comply with AAMA/WDMA/CSA 101/I.S.2/A440 air leakage resistance test requirements for performance grade specified on Drawings.
- G. Forced Entry Resistance: Conform to ASTM F588 requirements for performance level 10. Comply with CAWM 301-90.
- H. System Internal Drainage: Drain water entering assembly, condensation occurring in glazing channels, or migrating moisture occurring within system, to the exterior by a weep drainage network.
- I. Air and Vapor Seal: Maintain continuous air barrier and vapor retarder throughout assembly, primarily in line with inside pane of glass and heel bead of glazing compound.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Windows shall be ENERGY STAR qualified products that meet or exceed the ENERGY STAR performance rating.

2.2 MANUFACTURERS

- A. Basis of Design: Products by Milgard Manufacturing; Phone: (800) 645-4273; E-mail: mgallant@milgard.com; Website: <http://www.milgard.com/>.
- B. Window Series: Style Line
- C. Sliding Door Series: Trinsic
- D. Or approved equal.

2.3 MATERIALS

- A. Frame, sash, mullions, and snap-in glazing bead members: Integral color PVC compound containing impact-resistant solid plasticizer, titanium dioxide UV inhibitor, and surface and color stabilizers.
- B. 1-3/8" nail fin setback.
- C. Frame:
 - 1. Window: Minimum 2-7/8" deep, multi-chambered vinyl profile.
 - 2. Sliding Door: 4-1/8" deep, multi-chambered vinyl profile.
- D. Weatherstripping: Fin seal polypropylene pile.

2.4 GLAZING

- A. Insulated Glass Units: ASTM E 774, Class A.
 - 1. Clear low-emissivity coated glass exterior pane (with Low-E coating on the number 2 surface) and clear uncoated glass interior pane.

2. Overall thickness: 3/4".
3. Glass thickness: per manufacturer's specifications.
4. Spacer Type: Warm edge stainless steel spacer.
5. Gas Filled: Argon.

2.5 HARDWARE

- A. General: Provide manufacturer's standard hardware designed to smoothly operate, tightly close, and securely lock vinyl windows, and sized to accommodate sash or ventilator weight and dimensions.
- B. Sash lock: SmartTouch direct action locking mechanism.
- C. Sliding Door Handle and lock:
 1. Interior and exterior pull with lever-operated 1 point jamb lock.
 2. Keyed exterior cylinder lock, Schlage compatible.
- D. Window opening control device as required per IBC 1015.8.

2.6 ACCESSORIES

- A. Insect Screens:
 1. Frame: Cambered formed aluminum with rigid plastic corner keys.
 2. Screen Cloth: Charcoal colored fiberglass mesh.

2.7 FABRICATION

- A. Fabricate frames and sash with mitered and fusion welded corners and joints.
- B. Trim and finish corners and welds to match adjacent surfaces.
- C. Provide concealed metal reinforcements in sash frame for attachment of lock mechanism.
- D. Factory interior glaze with snap-on mitered PVC glazing stops matching bevels on the sash and frame. Insulated glass units shall be re-glazeable without dismantling sash framing.
 1. Note: Field glazing is required for large window units (over 40 sq. ft.).

2.8 FINISHES

- A. Frame and Sash Color:
 1. Exterior: White
 2. Interior: White
- B. Hardware: White
- C. Screen Frame Color:
 1. Matched to exterior frame color

2.9 SOURCE QUALITY CONTROL:

- A. Inspect windows in accordance with Manufacturer's Quality Control Program as required by AAMA Gold Label Certification.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine openings in which windows will be installed.
 1. Verify that framing complies with AAMA 2400 (Mounting Flange Installation) & AAMA 2410 (Flush Fin Installation).

2. Verify that fasteners in framed walls are fully driven and will not interfere with window installation.
- B. Coordinate with responsible entity to correct unsatisfactory conditions.
- C. Commencement of construction or installation means acceptance of existing conditions by Contractor as suitable for construction or installation.

3.2 INSTALLATION

- A. Comply with Drawings, Shop Drawings and manufacturer's written instructions for installing windows, hardware, accessories and other components.
- B. Install windows in framed walls in accordance with details and AAMA 2400 ("Mounting Flange Installation") and or AAMA 2410 ("Flush Fin Installation"). Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Seal window to air and water barrier system per details. Sealant specified in Section 079200 Joint Sealants.
- D. Do not remove temporary labels.
- E. Install Insect Screens on operable sash.

3.3 FIELD QUALITY CONTROL

- A. Test installed windows for compliance with performance requirements for water penetration, in accordance with ASTM E1105 using uniform pressure.
 1. If any window fails, test additional windows at Contractor's expense.
- B. Replace or repair windows or window installations that have failed field testing and retest until performance is satisfactory.

3.4 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust hardware for smooth operation and secure weathertight closure.
- B. Remove protective material from pre-finished surfaces.
- C. Clean factory-glazed glass immediately after installing and/or testing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels and clean surfaces.
- D. Remove and replace glass that has been broken, chipped, cracked, abraded or damaged during construction period.
- E. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to exterior concrete surfaces during construction for presence of dirt, scum, alkaline deposits, stains or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.
- F. Remove excess sealant by moderate use of mineral spirits or other solvent acceptable to sealant manufacturer.
- G. Lubricate operable portions as necessary after cleaning.
- H. After testing is complete, remove temporary labels and retain for Closeout Submittals.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes hardware for fiberglass/composite entry doors including, but not limited to:
 - 1. Locksets, hinges, closers, stops, kick plates, sweeps and thresholds.
 - 2. Weatherstripping, seals and door gaskets.
 - 3. Provide complete finish hardware and suitable fastenings for the Project in accordance with Drawings, Specifications and Schedules.
 - 4. Furnishing items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for proper installation and function.
 - 5. Furnishing items not specifically mentioned, but necessary to complete work. These are to match quality and finish of the items specified.
 - 6. Include all items as required by the authority having jurisdiction for Fire Rated Doors.
 - 7. Coordinate keying with Owner. Unit doors to be supplied with five (5) keys each door.
 - 8. Quantities: Those listed in any instance are for Subcontractor's convenience only and are not guaranteed.

- B. Related Sections
 - 1. Section 08110 Metal Doors and Frames
 - 2. Section 08210 Wood Doors
 - 3. Section 08400 Aluminum Doors and Frames
 - 4.

1.2 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; Final Rule; current edition; (ADA Standards for Accessible Design).
- B. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2009.
- C. BHMA A156.1 - American National Standard for Butts and Hinges; Builders Hardware Manufacturers Association, Inc.; 2006 (ANSI/BHMA A156.1).
- D. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; Builders Hardware Manufacturers Association; 2011 (ANSI/BHMA A156.2).
- E. BHMA A156.4 - American National Standard for Door Controls - Closers; Builders Hardware Manufacturers Association, Inc.; 2008 (ANSI/BHMA A156.4).
- F. BHMA A156.6 - American National Standard for Architectural Door Trim; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.6).
- G. BHMA A156.7 - American National Standard for Template Hinge Dimensions; Builders Hardware Manufacturers Association; 2003 (ANSI/BHMA A156.7).
- H. BHMA A156.8 - American National Standard for Door Controls - Overhead Stops and Holders; Builders Hardware Manufacturers Association, Inc.; 2010 (ANSI/BHMA A156.8).
- I. BHMA A156.13 - American National Standard for Mortise Locks & Latches; Builders Hardware Manufacturers Association; 2005 (ANSI/BHMA A156.13).
- J. BHMA A156.17 - American National Standard for Self Closing Hinges & Pivots; Builders Hardware Manufacturers Association, Inc.; 2004 (ANSI/BHMA A156.17).
- K. BHMA A156.18 - American National Standard for Materials and Finishes; Builders Hardware Manufacturers Association, Inc.; 2006 (ANSI/BHMA A156.18).
- L. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association; 2012 (ANSI/BHMA A156.22).
- M. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and

- Frames; Door and Hardware Institute; 2010.
- N. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2013.
 - O. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.

1.3 COORDINATION

- A. Refer to Section 013100 Project Management and Coordination for additional requirements.
- B. Coordinate the manufacture, fabrication and installation of products onto which door hardware will be installed.
- C. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- D. Convey Owner's keying requirements to manufactures during the course of the Work.
- E. Pre-installation Meeting: Convene a pre-installation meeting one (1) week prior to commencing work of this section; require attendance by all affected installers.
- F. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

1.4 SUBMITTALS

- A. Refer to Section 013300 Submittal Procedures for additional submittal requirements.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- C. Hardware Schedule: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project. Submit manufacturer's parts lists, templates and special tools.
- D. Keying Schedule: Submit for approval of Owner.
- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.
- F. Maintenance Data: Include data on operating hardware, lubrication requirements and inspection procedures related to preventative maintenance.
- G. Submit manufacturer's parts lists and templates.
- H. Operation and Maintenance shall be included in Project Operation and Maintenance Manuals. To include in manuals: catalog cuts, manufactures names, address and phone numbers.
- I. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.
- J. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three (3) years' of documented experience.
- B. Hardware Supplier Qualifications: Company specializing in supplying commercial door hardware approved by manufacturer.
 - 1. Supplier to maintain stock and parts inventory of all standard items for future service by the Owner.
 - 2. Authorized representatives for door closers and locksets are to inspect and adjust their hardware.
 - 3. To be factory direct authorized distributor – not a broker.
- C. To be staffed with a certified Architectural Hardware Consultant (AHC) and locksmiths available at all reasonable times during construction to meet with Owner, and Contractor for hardware or keying problems.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.
- B. Storage of hardware shall be protected, under lock and key, and storage kept dry for protection of the hardware.

1.7 WARRANTY

- A. Refer to section 017700 Closeout Procedures for additional warranty information.
- B. Provide twenty-five (25) year warranty against ordinary wear and usage for door closers from date of substantial completion.

PART 2 PRODUCTS

2.1 DOOR HARDWARE – GENERAL

- A. Provide all hardware specified or required to make doors fully functional, compliant with applicable codes and secure to the extent indicated.
- B. Provide all items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
 - 1. Applicable provisions of Federal, State and local codes.
 - 2. ADA Standards for Accessible Design.
 - 3. ANSI/ICC A117.1, American National Standard for Accessible and Usable Buildings and Facilities.
 - 4. Applicable provisions of NFPA 101, Life Safety Code.
 - 5. Fire-Rated Doors: NFPA 80.
 - 6. All Hardware on Fire-Rated Doors: Listed and classified by UL as suitable for the purpose specified and indicated.
 - 7. Hardware for Smoke and Draft Control Doors (Indicated as "S" on Drawings): Provide hardware that enables door assembly to comply with air leakage requirements of the applicable code.
 - 8. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.
- D. Finishes: All door hardware the same finish unless otherwise indicated.
 - 1. Primary Finish: Satin chrome plated over nickel on brass or bronze, 626 (approx. US26D).
 - 2. Finish Definitions: BHMA A156.18.
 - 3. Exceptions:
 - a. Where base metal is specified to be different, provide finish that is an appearance equivalent according to BHMA A156.18.

2.2 HINGES AND PIVOTS

- A. Hinges, Pivots and Butts: Provide hinges on every swinging door.
 - 1. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
 - 2. Provide ball bearing hinges for in-swinging doors.
 - 3. Provide hinges in the quantities indicated.
 - 4. Provide non-removable pins on exterior out-swinging doors.
 - 5. Provide hinges in the quantities indicated.
- B. Butt Hinges: Comply with BHMA A156.1 and A156.7; standard weight, unless otherwise indicated.
 - 1. Provide hinge width required to clear surrounding trim.
- C. Quantity of Hinges Per Door:
 - 1. Three (3) hinges per leaf to 7 feet, 6-inch height. Add one for each additional 30 inches in height or any fraction.

- D. Approved manufacturers:
 - 1. Ives: www.ives.allegion.com
 - 2. Therma-Tru: www.thermatru.com
 - 3. Hager Companies: www.hagerco.com
 - 4. Bommer Industries, Inc.: www.bommer.com

2.3 LOCKS

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
 - 1. Hardware Sets indicate locking functions required for each door.
 - 2. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
 - 3. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
- B. Lock Cylinders: Manufacturer's full size interchangeable core (FSIC) six (6) pin cylinder.
 - 1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed per Owner's approval.

2.4 CYLINDRICAL LOCKSETS

- A. Locking Functions: As defined in BHMA A156.2, and as selected by Owner.
- B. Approved manufacturers:
 - 1. Schlage: www.schlage.com

2.5 STOPS AND HOLDERS

- A. Stops/Holders: Complying with BHMA A156.8; provide a stop for every swinging door, unless otherwise indicated.
 - 1. Provide wall mounted stops and floor mounted stops where wall mounted is impractical. Where no stop can be installed provide closer with cushion type arm. Anvils to be sufficient length to permit closers to be mounted on the pull side of the door.
 - 2. If wall stops are not practical, due to configuration of room or furnishings, provide overhead stop.
 - 3. Stop is not required if positive stop feature is specified for door closer; positive stop feature of door closer is not an acceptable substitute for a stop unless specifically so stated.
- B. Approved Manufacturers:
 - 1. Ives: www.ives.allegion.com
 - 2. Glynn-Johnson: www.glynn-johnson.com.
 - 3. Trimco: www.trimcobbw.com

2.6 GASKETING, DOOR BOTTOMS, AND THRESHOLDS

- A. Gaskets: Comply with BHMA A156.22
 - 1. On each exterior door, provide weather-stripping gaskets, unless otherwise indicated; top, sides, and meeting stiles of pairs.
 - a. Where exterior door is also required to have fire or smoke rating, provide gaskets functioning as both smoke and weather seals.
- B. Door Bottoms:
 - 1. On each exterior door, provide door bottom shoe or sweep, unless otherwise indicated.
- C. Thresholds:
 - 1. At each exterior door, provide door manufacturers standard threshold.
 - 2. Provide threshold elevator at exterior doors as needed.
 - 3. Use Pemko 183_SN for gaps over ¼" between threshold and Fiber Cement trim board or concrete slab.
- D. Silencers:
 - 1. Quantity: Furnish three (3) for each single door frame.
- E. Approved manufacturers:
 - 1. Therma-Tru: www.thermatru.com

2.7 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Kick-plates, Flat Goods & Trim:
 - 1. Kickplate: Provide on push side of Doors
- B. Approved manufacturers:
 - 1. Ives: www.ives.allegion.com
 - 2. 8400 Series
 - 3. 8"x34" Stainless steel
 - 4. 10" x 34" Stainless steel at ADA Units

2.8 KEYING REQUIREMENTS

- A. Key Management System: For each keyed lock on project, provide one set of consecutively numbered duplicated key tags with hanging hole and snap catch.
- B. All keyed cylinders shall be subject to the existing Schlage Grand Masterkey system, coordinate with Owner.
- C. Furnish cylinders with construction cores. Following construction supply permanent keyed cores.
- D. Key Quantities
 - 1. Four (2) Change Keys for each lock

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. In the event of any discrepancies between job site conditions and the drawings, stop work immediately. Immediately call the Owner and report the nature, extent and impact of the discrepancy. Do not proceed with any and all work relating to the discrepancy until a resolution has been attained.
- C. Commencement of construction or installation means acceptance of existing conditions by Contractor as suitable for construction or installation.
- D. Any work which is not acceptable due to a discrepancy which has not been called to the attention of the Owner shall be repaired or replaced to conform to the original intent of the drawings at no additional cost to the Owner.
- E. Verify that doors and frames are ready to receive work; labeled, fire-rated doors and frames are present and properly installed, and dimensions are as instructed by the manufacturer.

3.2 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
- D. Mounting heights for hardware from finished floor to center line of hardware item: As listed in Schedule, unless otherwise noted:
 - 1. For wood, fiberglass or composite doors: Comply with DHI "Recommended Locations for Architectural Hardware for Wood Flush Doors."

3.3 ADJUSTING

- A. See Division 1 Project Administration regarding adjustment work under provisions of Owner. Refer to BID PACKAGE for these GENERAL REQUIREMENTS.
- B. Hardware damaged by improper installation or adjustment methods to be repaired or replaced to the Owner's satisfaction.

**KCHA
NIKE FIRE RESTORATION**

**SECTION 087100
DOOR HARDWARE**

- C. Adjust hardware for smooth operation.
- D. Replace units which cannot be adjusted to operate freely and smoothly.

PART 4 HARDWARE SETS

4.1 GENERAL

- A. These Hardware Sets indicate requirements for single doors of that type, with conditional requirements for pairs and other situations.

HW 01 – STORAGE DOOR

3	EA	HINGE	5BB1 4" X 4"	626	IVES
1	EA	PASSAGE SET	F10ELA	626	SCHLAGE
1	EA	SGL CYL DEADBOLT	B660R	626	SCHLAGE
1	EA	CONVENTIONAL CORE	23-030C	626	SCHLAGE
1	EA	KICK PLATE	8400 8" X 34" LDW B-CS	630	IVES
1	EA	DOOR STOP	060	626	IVES
1	EA	SEAL	BY FIBERGLASS ENTRY DOOR MFG		B/O
1	EA	DOOR SHOE	209AV	AL	PEMKO
1	EA	THRESHOLD	COMPOSITE ADJUSTABLE	SN	THERMA-TRU
1	EA	DOOR KNOCKER W/ VIEWER	621V	626	TRIMCO
1	EA	PASSAGE SET	F10ELA	626	SCHLAGE
1	EA	DOOR STOP	060	626	IVES

END OF SECTION

Manufacturer

Georgia-Pacific Gypsum
133 Peachtree Street
Atlanta, GA 30303

Georgia-Pacific Canada
2180 Meadowvale Boulevard, Suite 200
Mississauga, ON L5N 5S3

Technical Service Hotline: 1-800-225-6119

Description

DensGlass® Sheathing is a gypsum panel made of a treated, water-resistant core, surfaced with fiberglass mats and a GOLD colored primer coating. Providing superb protection from the elements, DensGlass Sheathing is resistant to delamination and deterioration due to weather exposure—even during construction delays that last as long as twelve months after installation and are backed by a limited warranty against delamination and deterioration for up to 12 months of exposure to normal weather conditions.* DensGlass Sheathing panels are also mold-resistant, and have scored a 10, the highest level of performance for mold resistance under ASTM D3273 test method.

DensGlass Sheathing exhibits a dimensional stability that assures resistance to warping, rippling, buckling and sagging for a flat and even substrate and is noncombustible as defined and tested in accordance with ASTM E136 or CAN/ULC S114. Since DensGlass Sheathing is strong in both directions, it may be installed either parallel or perpendicular to wall framing members (always follow specific assembly installation instructions).

Primary Uses

Because of the superior performance of DensGlass Sheathing, it is specified for exterior walls, ceilings and soffits in a wide variety of applications. These include exterior insulation and finish systems (EIFS); cavity brick or stone veneer applications; cladding such as wood siding, vinyl siding, composition siding, wood shingles, shakes, conventional stucco systems, plywood siding panels; and interior finish systems that require a substrate panel with superior fire and moisture resistance.

For EIFS applications, DensGlass Sheathing is an ideal substrate for adhesive or mechanical application of expanded polystyrene or extruded polystyrene insulation, and is recommended in all climate zones.

Manufacturers of water and air resistive barriers, which include attached flexible membranes, self-adhered membrane and liquid applied, have found DensGlass Sheathing to be a suitable substrate for their systems.

DensGlass Sheathing is an ideal product for exterior ceilings and soffits for both cold and warm climate zones. It resists sagging, even under exceptionally humid conditions. Panels are applied directly to structural framing. Surface and joints may be finished and painted, or surfaced with an exterior finish system.

Limitations

DensGlass Sheathing is resistant to normal weather conditions, but it is not intended for immersion in water. Cascading roof/floor water should be directed away from the sheathing until appropriate drainage is installed.

Avoid any condition that will create moisture in the air and condensation on DensGlass Sheathing. The use of forced air heaters creates volumes of water vapor which, when not properly vented, can condense on building materials. The use of these heaters and any resulting damage is not the responsibility of Georgia-Pacific Gypsum. Consult heater manufacturer for proper use and ventilation.

When DensGlass Sheathing panels are used in slanted wall applications, that portion of the wall must be temporarily protected from the elements. Do not allow water to pond or settle on sheathing. Also, exposed wall ends must be covered to prevent water from infiltrating the cavity.

Georgia-Pacific Gypsum does not warrant and is not responsible or liable for the performance of the cladding or exterior systems applied over DensGlass Sheathing. The suitability and compatibility of any system is the responsibility of the system manufacturer or design authority.

Do not laminate masonry surfaces to DensGlass Sheathing; use furring strips or framing.

DensGlass Sheathing is not intended for roof applications. For roof applications, consult our DensDeck® Roof Board brochure.

DensGlass Sheathing is not intended for interior or exterior tile applications. For interior tile applications, consult our DensShield® Tile Backer brochure.

DensGlass Sheathing should not be used in lieu of plywood where required.

Do not apply DensGlass Sheathing below grade.

For all installations, design details such as fasteners, sealants and control joints per system specifications must be properly installed. Openings and penetrations must be properly flashed and sealed. Failure to do so will void the warranty.

Do not use DensGlass Sheathing as a base for nailing or mechanical fastening. Fasteners should be flush to the face of the board, not countersunk.

Technical Data

DensGlass Sheathing is noncombustible as described and tested in accordance with ASTM E136 or CAN/ULC S114.

DensGlass Sheathing exceeds ASTM C1396 sheathing standards for humidified deflection by a factor of 10 in tests over the standard for regular gypsum sheathing.

5/8" (15.9 mm) DensGlass® Fireguard® Sheathing is UL and ULC classified **Type DGG**.

DensGlass Sheathing is manufactured to meet ASTM C1177.

Flame spread and smoke develop rating of 0/0 when tested in accordance with ASTM E84 or CAN/ULC S102.

Handling and Use—CAUTION

This product contains fiberglass facings which may cause skin irritation. Dust and fibers produced during the handling and installation of the product may cause skin, eye and respiratory tract irritation. Avoid breathing dust and minimize contact with skin and eyes. Wear long sleeve shirts, long pants and eye protection. Always maintain adequate ventilation. Use a dust mask or NIOSH/MSHA approved respirator as appropriate in dusty or poorly ventilated areas.

Material Safety Data Sheet (MSDS) is available at www.buildgp.com/safetyinfo or call 1-404-652-5119.

Product Data

Thicknesses: 1/2" (12.7 mm); 5/8" (15.9 mm) is Type X (ASTM C1177)

Width: 4' (1220 mm) standard, tolerance up to ± 1/8" (3.2 mm)

Lengths: 8' (2438 mm), 9' (2743 mm) or 10' (3048 mm) standard

Edges: Square

* For complete warranty details, visit www.gpgypsum.com.

continued →

Submittal Approvals

Job Name _____
Contractor _____
Date _____

Physical Properties

Properties	1/2" (12.7 mm) DensGlass® Sheathing	5/8" (15.9 mm) DensGlass® Fireguard® Sheathing
Width, nominal	4' (1219 mm) ± 1/8" (3 mm)	4' (1219 mm) ± 1/8" (3 mm)
Length, standard	8' (2440 mm), 9' (2743 mm), 10' (3048 mm), ± 1/4" (6 mm)	8' (2440 mm), 9' (2743 mm), 10' (3048 mm), ± 1/4" (6 mm)
Weight, nominal, lbs./sq. ft. (Kg/m ²)	1.9 (9)	2.5 (12)
Edges	Square	Square
Bending radius ⁵	6' (1829 mm)	8' (2438 mm)
Racking strength ⁶ , lbs./ft. (dry) (N/m), Ultimate—not design value	>540 (7878)	>654 (9544)
Flexural strength ^{1,4} , parallel, lbf. (N), 4' weak direction	≥80 (356)	≥100 (445)
Compressive strength	min. 500 psi (3445 kPa)	min. 500 psi (3445 kPa)
Humidified deflection ^{1,4}	<2/8" (6 mm)	<1/8" (3 mm)
Permeance ² , perms (ng/Pa•s•m ²)	>23 (1300)	>17 (970)
R Value ³ , ft ² •°F•hr/BTU (m ² •K/W)	.56 (0.099)	.67 (0.118)
Combustibility ⁷	Noncombustible	Noncombustible
Linear expansion with moisture change, in/in %RH (mm/mm %RH) ⁸	6.25 x 10 ⁻⁶	6.25 x 10 ⁻⁶
Surface burning characteristics per ASTM E84 or CAN/ULC S102: flame spread/smoke developed	0/0	0/0
Coefficient of thermal expansion, in/in/°F (mm/mm/°C)	8.5 x 10 ⁻⁶ (15.3 x 10 ⁻⁶) ⁹	8.5 x 10 ⁻⁶ (15.3 x 10 ⁻⁶) ⁹

¹ Tested in accordance with ASTM C473

² Tested in accordance with ASTM E96 (dry cup method)

³ Tested in accordance with ASTM C518 (heat flow meter)

⁴ Specified values per ASTM C1177

⁵ Double fasteners on ends as needed

⁶ Tested in accordance with ASTM E72

⁷ As defined and tested in accordance with ASTM E136 or CAN/ULC S114

⁸ As stated by Gypsum Association GA-235

⁹ Tested in accordance with ASTM E228-85



U.S.A. Georgia-Pacific Gypsum LLC
 Georgia-Pacific Gypsum II LLC
 Canada Georgia-Pacific Canada LP

SALES INFORMATION AND ORDER PLACEMENT

U.S.A. West: **1-800-824-7503**
 Midwest: **1-800-876-4746**
 South Central: **1-800-231-6060**
 Southeast: **1-800-327-2344**
 Northeast: **1-800-947-4497**

CANADA Canada Toll Free: **1-800-387-6823**
 Quebec Toll Free: **1-800-361-0486**

TECHNICAL INFORMATION

U.S.A. and Canada: **1-800-225-6119**, www.gpgypsum.com

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FIRE SAFETY CAUTION Passing a fire test in a controlled laboratory setting and/or certifying or labeling a product as having a one-hour, two-hour, or any other fire resistance or protection rating and, therefore, as acceptable for use in certain fire rated assemblies/systems, does not mean that either a particular assembly/system incorporating the product, or any given piece of the product itself, will necessarily provide one-hour fire resistance, two-hour fire resistance, or any other specified fire resistance or protection in an actual fire. In the event of an actual fire, you should immediately take any and all actions necessary for your safety and the safety of others without regard for any fire rating of any product or assembly/system.

Product Overview

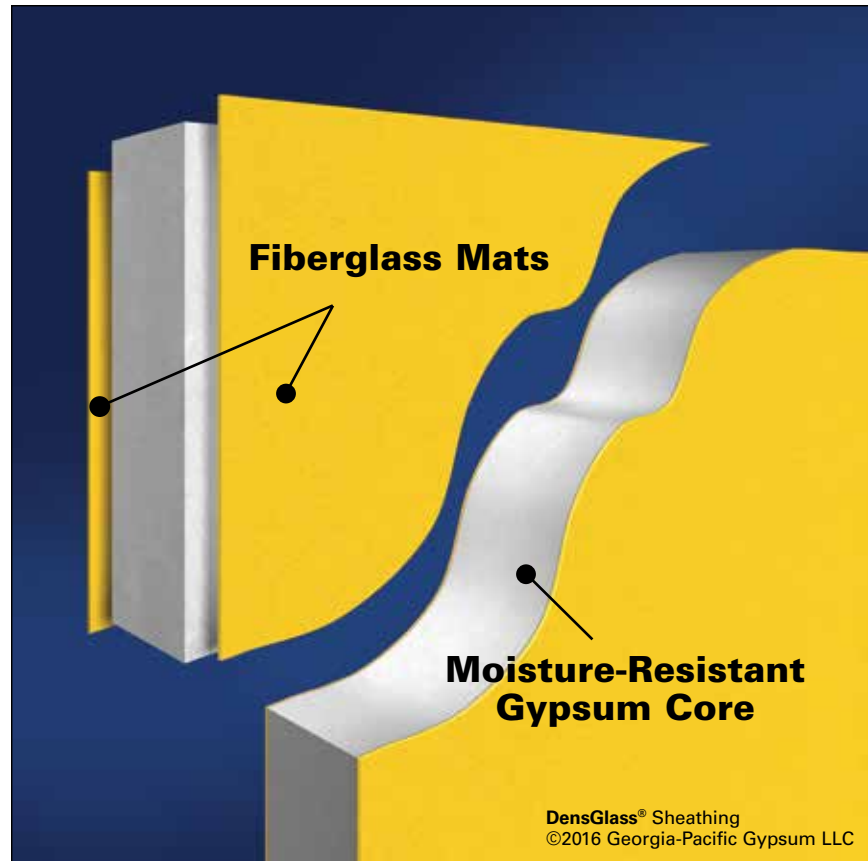


Table of Contents

Product Overview	2
Sustainability	4
Physical Properties	5
Installation Instructions	5
Wall Applications	6
Fastening and Framing	8
Negative Uniform Wind Load	8
Soffit Applications, Fastening, Framing and Finishing	9
Water- and Air-Resistive Barriers	10
Protection of Penetrations	10
Fire-Rated Assemblies	11
Delivery, Handling and Storage	14
Recommendations and Limitations for Use	14
Commonly Used Metric Conversions	15

DensGlass® Sheathing, with its recognizable GOLD color, has fiberglass mats for superior mold and moisture resistance compared to paper-faced sheathings.

- Fiberglass mats eliminate a potential food source for mold and may reduce remediation and scheduling delays associated with paper-faced drywall.
- Replaces traditional paper-faced sheathing.
- Backed with a limited warranty against delamination and deterioration for up to 12 months of exposure to normal weather conditions.*

*For complete warranty details, visit www.buildgp.com/warranties.

When tested, as manufactured, in accordance with ASTM D3273, DensGlass Sheathing has scored a 10, the highest level of performance for mold resistance under the ASTM D3273 test method.

The score of 10, in the ASTM D3273 test, indicates no mold growth in a 4-week controlled laboratory test. The mold resistance of any building product when used in actual job site conditions may not produce the same results as were achieved in the controlled, laboratory setting. No material can be considered mold proof. When properly used with good design, handling and construction practices, Dens® Brand gypsum products provide increased mold resistance compared to standard paper-faced wallboard. For additional information, go to www.buildgp.com/safetyinfo.

Available Sizes/Dimensions

DensGlass Sheathing is available in 1/2" (12.7 mm) thickness and DensGlass® Fireguard® Sheathing is available in 5/8" (15.9 mm) thickness. DensGlass Sheathing is manufactured in a 4' (1219 mm) width and 8' (2438 mm), 9' (2743 mm) and 10' (3048 mm) lengths. Other lengths are available upon request.

CertainTeed

Sheathing Treated Core

Regular and Type X Gypsum Board

Product Data and Submittal

Product Description

CertainTeed Sheathing Treated Core is a water-repellent gypsum sheathing for application to the outside of building framing members, and serves as the base for the exterior wall finish.

CertainTeed Sheathing Treated Core Type X provides the same base as CertainTeed Sheathing, plus it has a specially formulated core for use in fire resistance-rated designs. Both products consist of a solid set, gypsum core covered with durable water-resistant backing and face paper. CertainTeed Sheathing and CertainTeed Sheathing Type X are available in a variety of lengths.

Basic Uses

CertainTeed Sheathing and CertainTeed Sheathing Type X are used as attachments to the outside of exterior wall framing as a water-resistant underlayment for various siding materials. CertainTeed Sheathing and CertainTeed Sheathing Type X can be used as a sheathing for wood-framed residential construction to provide fire resistance, weather protection and to add structural strength when used under exterior finishes. They can also serve as sheathing for steel stud commercial construction and as a component in curtainwall and exterior insulation and

finish systems. CertainTeed Sheathing Type X can be used in fire-rated exterior wall assemblies.

Advantages

- Low material and application costs.
- Moisture-resistant core and water-repellent surfaces provide a barrier that resists passage of wind and water.
- Non-combustible gypsum core protects framing elements, even when siding or finish material is combustible.
- Can be scored and snapped to exact size without cutting or sawing.
- Consistently high quality.
- High edge hardness.
- No wavy edges, warps, bows or deformities.

Limitations

- CertainTeed Sheathing is not a finished surface, nor is it a substrate for the direct application of stucco, paint or textures.
- Framing spacing should not exceed 24" (610 mm) o.c.
- CertainTeed Sheathing should not be used as a nailing base.
- CertainTeed Sheathing application to framing by adhesive only is not recommended.

- Boards should be stacked flat with care taken to prevent sagging or damage to edges, ends and surfaces.
- CertainTeed Sheathing is not recommended for application to exterior ceilings, soffits or sills.
- CertainTeed Sheathing should be spaced not less than 1/4" from abutting masonry to minimize wicking.
- Storing outside for up to one month is acceptable if stacked off the ground and under protective cover.
- CertainTeed Sheathing and CertainTeed Sheathing Type X are designed for use as a substrate to be covered by an exterior cladding or other weather barrier, and are not intended for long-term exposure. Treated Core sheathing may be left exposed for up to one month after application.

Composition and Materials

CertainTeed Sheathing and CertainTeed Sheathing Type X are manufactured panels with gypsum cores, covered with durable, water-resistant face and backing paper. Available with a water-resistant treated core or a nontreated core. CertainTeed Sheathing Type X also contains various additives to enhance the fire-resistive qualities.

Continued on back

Job Name

Contractor

Date

Products Specified:

Submittal Approvals
(Stamps or Signatures)

CertainTeed
SAINT-GOBAIN

Product Data

Thicknesses: 1/2" (12.7 mm)
5/8" (15.9 mm) Type X

Widths: 4' (1220 mm) standard

Lengths: 1/2" - 8', 9', standard
(2440, 2745, mm)

5/8" - 8', to 12', standard
(2440 to 3660 mm)

Weight: 1/2" (12.7 mm) Sheathing
Treated Core 1.65 lb/ft² (8.0 kg/m²)

5/8" (15.9 mm) Sheathing Treated Core
Type X – 2.25 lb/ft² (11.0 kg/m²)

Core: Sheathing Treated Core – gypsum
(noncombustible) with moisture
resistant core.

Sheathing Treated Core Type X – gypsum
(noncombustible) with moisture resistant
core and proprietary formulation for fire
resistance performance.

Edges: Square

End: Square – factory cut

Packaging: Two pieces per bundle,
face-to-face and end-taped.

Special widths, lengths or edges may be
available on special order. Consult your
CertainTeed sales representative.

Technical Data

Surface Burning Characteristics

All CertainTeed Sheathing has a Flame
Spread rating of 15 and Smoke
Developed rating of 0, in accordance with
ASTM E84. (UL 723, UBC 8-1, NFPA 255,
CAN/ULC-S102)

Fire Resistance

Fire resistance tests are conducted in
accordance with ASTM E119,
(ANSI/UL 263, UBC 7-1, NFPA 251,
CAN/ULC-S101) and no warranty is made
other than conformance to the standard
under which the assembly was tested.
Minor discrepancies may exist in the
values of ratings, attributable to changes
in materials and standards, as well as
differences between testing facilities.
Assemblies are listed as "combustible"
(wood framing) and "noncombustible"
(concrete and/or steel construction).
For fire resistance ratings, refer to the
Gypsum Association Fire Resistance
Design Manual and UL Fire Resistance
Directory - Vol. 1.

Applicable Standards and References

- ASTM C1396
- ASTM C79
- ASTM C1280
- CAN/CSA-A82.27
- Gypsum Association GA-253 and
GA-254
- CAN/CSA-A82.31 Gypsum Board
Application
- ICC International Building Code (IBC)
- National Building Code of Canada
(NBCC)

Installation

Recommendations

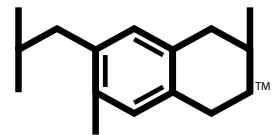
Installation of CertainTeed Sheathing and
CertainTeed Sheathing Type X should be
consistent with methods described in the
standards and references noted.

Fasteners should bear tightly against the
face of the sheathing, but should not cut
into the face paper. Staples should be
driven with the crown parallel to the
framing. Fasteners should be no less
than 3/8" (9.3 mm) from the edges and
ends of the sheathing.

Apply vertically with vertical edges
butting over the center of framing
members. Fit sheathing snugly around all
openings. Attach sheathing with nails or
screws spaced not over 4" (101.6 mm)
o.c. around perimeter and 8" (203.2 mm)
to intermediate studs (space staples not
over 3" (76.2 mm) and 6" (152.4 mm) o.c.
respectively). Horizontally-applied square
edge gypsum sheathing shall be covered
with building felt or equivalent, or
horizontal joints shall be sealed.

Notice

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for any errors that may inadvertently
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ASK ABOUT ALL OF OUR OTHER CERTAINTEED® PRODUCTS AND SYSTEMS:

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GYPSUM • CEILINGS • INSULATION

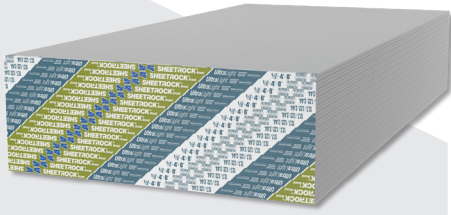
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USG SHEETROCK® BRAND ULTRALIGHT PANELS



Ultralightweight and sag-resistant 1/2 in. (12.7 mm) panels for interior wall and ceiling applications

- The industry's first lightweight 1/2 in. (12.7 mm) gypsum panels
- Superior score and snap for a cleaner edge and faster installation
- International Code Council® (ICC®) Evaluation Service compliant for ceiling installations, ESR-3365
- Comply with ASTM C1396, *Standard Specification for Gypsum Board*, for 1/2 in. (12.7 mm) gypsum wallboard and 1/2 in. (12.7 mm) gypsum ceiling board
- Underwriters Laboratories Inc. (UL) Classification as to surface-burning characteristics and noncombustibility
- Achieved GREENGUARD Gold Certification and qualifies as a low VOC emitting material (meets CA 01350)

DESCRIPTION

USG Sheetrock® Brand UltraLight Panels are 1/2 in. (12.7 mm) gypsum panels that feature proprietary core and paper technologies, resulting in a high strength-to-weight ratio composite design. These lightweight panels are also engineered to have superior sag resistance, eliminating the need for traditional 1/2 in. (12.7 mm) sag-resistant ceiling panels. The noncombustible gypsum core is encased in 100% recycled face and back papers, and the face paper is folded around the long edges to reinforce and protect the core. The ends of the panels are cut square and even, while the long edges are tapered, allowing joints to be reinforced and concealed with USG Sheetrock® Brand joint treatment systems.

INTENDED FOR

- Commercial or residential applications where 1/2 in. (12.7 mm) panels are desired
- New or repair and remodel construction
- Non-fire-rated wood- or steel-framed wall and ceiling applications
- Parallel or perpendicular installation on ceilings with 24 in. (610 mm) OC framing when water-based texture is applied

LIMITATIONS

1. Avoid exposure to sustained temperatures exceeding 125°F (52°C).
2. Avoid exposure to excessive, repetitive or continuous moisture before, during and after installation. Eliminate sources of moisture immediately.
3. Must be stored off the ground and under cover in accordance with Gypsum Association's GA-801, *Handling and Storage of Gypsum Panel Products*.

INTERIOR INSTALLATION, FINISHING AND DECORATING INSTALLATION

For maximum framing spacing in non-fire-resistance-rated applications of gypsum panel products, refer to Gypsum Association's GA-216, *Specifications for the Application and Finishing of Gypsum Panel Products* or ASTM C840, *Standard Specification for Application and Finishing of Gypsum Board*.

Maximum Framing Spacing for Single-Layer Application

Location	Gypsum Panel Thickness	Gypsum Panel Orientation to Framing	Maximum Framing Spacing OC
Ceilings ¹	1/2 in. (12.7 mm)	Parallel	24 in. (610 mm)
		Perpendicular	24 in. (610 mm)
Walls	1/2 in. (12.7 mm)	Parallel	24 in. (610 mm)
		Perpendicular	24 in. (610 mm)

Maximum Framing Spacing for Multi-Layer Application Without Adhesive Between Layers

Location	Gypsum Panel Thickness	Gypsum Panel Orientation to Framing	Maximum Framing Spacing OC
Ceilings ¹	1/2 in. (12.7 mm)	Parallel	24 in. (610 mm)
		Perpendicular	24 in. (610 mm)
Walls	1/2 in. (12.7 mm)	Parallel	24 in. (610 mm)
		Perpendicular	24 in. (610 mm)

Note:

1. On ceilings to receive water-based texture material, maximum framing spacing is 24 in. (610 mm) OC for parallel and perpendicular application with weight of unsupported insulation not exceeding 2.2 lb./sq. ft. (10.7 kg/sq. m.). Sag performance has been independently verified by Progressive Engineering Inc. (PEI) when testing in accordance with ICC-ES AC417, *Acceptance Criteria for 1/2 in. (12.7 mm) Sag-Resistant Gypsum Ceiling Board*, and PEI Standard No. 94-9, *Large Scale Ceiling Board Load Test Procedure*. Parallel installation compliance under ICC® ESR-3365.

**INTERIOR INSTALLATION,
FINISHING AND DECORATING, CONT.**

INSTALLATION

Fastener Spacing, Single-Layer Over Wood Framing

Fastener Type	Location	Maximum Spacing
Nails, 1-1/4 in. (32 mm) annular ring 5d drywall nail complying with ASTM C514, <i>Standard Specification for Nails for the Application of Gypsum Board</i>	Ceilings	7 in. (178 mm)
	Walls	8 in. (203 mm)
Screws, 1-1/4 in. (32 mm) Type W bugle head complying with ASTM C1002, <i>Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs</i>	Ceilings	12 in. (305 mm)
	Walls	16 in. (406 mm)
Screws (same as above)	RC-1, ceilings or walls	12 in. (305 mm)
Adhesive ² with nails or screws (same as above)	Ceilings, long edges perpendicular to framing members	16 in. (406 mm) at ends, one fastener per framing member at edges, one fastener in center of panel
	Walls, long edges perpendicular to framing members	16 in. (406 mm) at ends, one fastener per framing member at edges, one fastener in center of panel
	Walls, long edges parallel to framing members	16 in. (406 mm) along edges, one fastener per framing member at ends, one fastener in center of panel

Note:

2. In order to minimize or eliminate the occurrence of raised protrusions or screw buttons, USG recommends the installer confirm that the adhesive has fully cured, has stopped shrinking and has stabilized prior to finishing the panel. For more information, refer to USG literature *USG Fastener-Related Drywall Installation Issues and Recommendations White Paper (WB2757)*.

FINISHING AND DECORATING

For high-quality finishing results, USG recommends USG Sheetrock® Brand finishing products.

Painting products and systems should be used that comply with recommendations and requirements in Appendices of ASTM C840. For priming and decorating with paint, texture or wall covering, follow manufacturer's directions for materials used. Gypsum Association's GA-214, *Recommended Levels of Finish for Gypsum Board, Glass Mat and Fiber-Reinforced Gypsum Panels* should be referred to in order to determine the level of finishing needed to ensure a surface properly prepared to accept the final decoration.

All surfaces, including applied joint compound, must be thoroughly dry, dust-free and not glossy. Prime with USG Sheetrock® Brand First Coat™ Primer or with an undiluted, interior latex flat paint with high-solids content. Allow to dry before decorating.

To improve fastener concealment where gypsum panel walls and ceilings will be subjected to critical artificial or natural lighting, or will be decorated with a gloss paint (eggshell, semigloss or gloss), the gypsum panel should be skim coated with joint compound. This equalizes suction and texture differences between the drywall face paper and the finished joint compound before painting. When a Level 5 finish is required, use USG Sheetrock® Brand Tuff-Hide™ Primer-Surfacer. See *USG Sheetrock® Brand Tuff-Hide™ Primer-Surfacer Submittal Sheet (J1613)* for limitations and application instructions.

For more information, refer to USG literature *Finishing & Decorating Gypsum Panels White Paper (J2010)*.

TEST DATA

Property		ASTM Test Method	Requirement	USG Sheetrock® Brand UltraLight Panels
Noncombustibility		E136	Noncombustible	Meets
Surface-burning characteristics	Flame spread	E84	Flame Spread Index, not greater than 25 ³	15
	Smoke developed	E84	—	0
	Class A	E84	Flame spread not greater than 25 and smoke developed not greater than 450	Meets
Core hardness	Field	C473 (B)	Not less than 11 lbf (49 N) ³	Meets
	End	C473 (B)	Not less than 11 lbf (49 N) ³	Meets
	Edge	C473 (B)	Not less than 11 lbf (49 N) ³	Meets
Flexural strength	Parallel	C473 (B)	Not less than 36 lbf (160 N) ³	Meets
	Perpendicular	C473 (B)	Not less than 107 lbf (476 N) ³	Meets
Humidified deflection, gypsum wallboard		C473	Not greater than 1-1/4 in. (32 mm) ³	Meets
Humidified deflection, gypsum ceiling board		C473	Not greater than 5/16 in. (8 mm) ³	Meets
Nail pull resistance		C473 (B)	Not less than 77 lbf (343 N) ³	Meets

Note:

3. Per ASTM C1396 for 1/2 in. (12.7 mm) gypsum wallboard and gypsum ceiling board.

PRODUCT DATA

Thickness	1/2 in. (12.7 mm)
Lengths⁴	8-16 ft. (2438-4877 mm)
Width	4 ft. (1219 mm), 54 in. (1372 mm)
Weight⁵, nominal	1.25 lb./sq. ft. (6.1 kg/sq. m.)
Edges	Tapered
Packaging	Two panels per bundle

Notes:

4. Other sizes available by special order. Check with your local USG representative for availability.

5. Represents approximate weight for design and shipping purposes. For specific product weight in your area, contact your local USG representative or call the Customer Service Center at 800 950-3839.

COMPLIANCE

- Comply with ASTM C1396 for 1/2 in. (12.7 mm) gypsum wallboard and 1/2 in. (12.7 mm) gypsum ceiling board
- Classified as a Class A Interior Finish Material per Section 803.1 of the International Building Code® (IBC®)
- UL Classification as to surface-burning characteristics and noncombustibility
- Comply with the requirements of the International Building Code® (IBC®) and International Residential Code (IRC) as both regular wallboard and ceiling board
- Achieved GREENGUARD Gold Certification and qualifies as a low VOC emitting material (meets CA 01350)
- ICC® Evaluation Service compliant for ceiling installations, ESR-3365

SUBMITTAL APPROVALS

Job Name	
Contractor	Date

800.USG.4YOU
800 (874-4968)
usg.com

Manufactured by
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Chicago, IL 60661

WB2501-USA-ENG/rev. 4-20
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PRODUCT INFORMATION

See usg.com for the most up-to-date product information.

GREENGUARD Certified products are certified to GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit ul.com/gg.

CAUTION

Dust may cause irritation to eyes, skin, nose, throat and upper respiratory tract. Cut and trim with a utility knife or hand saw to minimize dust levels. Power tools must be equipped with a dust collection system. Wear eye, skin and respiratory protection if necessary. If eye contact occurs, flush thoroughly with water for 15 minutes. If irritation persists, call a physician. Do not swallow. If swallowed, call a physician. For more information call Product Safety: 800 507-8899 or see the SDS at usg.com.

KEEP OUT OF REACH OF CHILDREN.

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NOTICE

We shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use. Our liability is expressly limited to replacement of defective goods. Any claim shall be deemed waived unless made in writing to us within thirty (30) days from date it was or reasonably should have been discovered.

SAFETY FIRST!

Follow good safety and industrial hygiene practices during handling and installation of all products and systems. Take necessary precautions and wear the appropriate personal protective equipment as needed. Read Safety Data Sheets and related literature on products before specification and/or installation.



PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Gypsum wallboard

1.2 RELATED SECTIONS

- A. Section 061000 - Rough Carpentry
- B. Section 099100 - Painting

1.3 REFERENCE STANDARDS

- A. Reference Standards: Most current edition at date of Bid.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM C 475/C 475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board
 - 2. ASTM C 840 - Standard Specification for Application and Finishing of Gypsum Board
 - 3. ASTM C 1396/C1396M - Standard Specification for Gypsum Board
 - 4. ASTM E72 - Standard Test Methods of Conducting Strength Tests of Panels for Building Construction
 - 5. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
- C. Gypsum Association (GA):
 - 1. GA-216 - Application and Finishing of Gypsum Board
 - 2. GA-600 - Fire Resistance Design Manual
- D. Underwriters Laboratories (UL):
 - 1. Fire Resistance Directory

1.4 SUBMITTALS

- A. Submit in accordance with Section 013300 Submittal Procedures.
- B. Submit:
 - 1. Product Data: Provide manufacturer's product data for each proposed product sufficient to show compliance with each product specified.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum three (3) years of documented experience.

PART 2 PRODUCTS

2.1 GYPSUM BOARD MATERIALS

- A. Manufacturers:
 - 1. CertainTeed Corporation,
 - 2. Georgia-Pacific Gypsum,
 - 3. National Gypsum Company,
 - 4. USG Corporation or approved equal.
- B. Interior Gypsum Wallboard (GWB): Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place.
 - 1. Application: replace/repair interior window wrap.
 - 2. Thickness: 1/2" or to match existing adjacent surfaces.

3. Edges: Tapered.

2.2 ACCESSORIES

- A. Nails and screws of type and size to suit application, to rigidly secure materials in place.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. In the event of any discrepancies between job site conditions and the drawings, stop work immediately. Immediately contact the Owner and report the nature, extent and impact of the discrepancy. Do not proceed with any and all work relating to the discrepancy until a resolution has been attained.
- C. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.
- D. Commencement of construction or installation means acceptance of existing conditions by Contractor as suitable for construction or installation.
- E. Any work which is not acceptable due to a discrepancy which has not been called to the attention of the Owner shall be repaired or replaced to conform to the original intent of the drawings at no additional cost to the Owner.

3.2 GYPSUM BOARD INSTALLATION

- A. Comply with ASTM C 840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.

3.3 INSTALLATION OF TRIM AND ACCESSORIES

- A. Corner Beads: Install at external corners, using longest practical lengths.

3.4 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C 840.
- B. Tape, fill and sand exposed joints, edges and corners to produce smooth surface ready to receive finishes.
- C. Feather coats of joint compound so that camber is maximum 1/32".
- D. Walls, sills, and ceilings to receive paint finish or wall coverings to match existing, unless otherwise indicated.

3.5 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8" in 10' in any direction.

3.6 CLEANING AND PROTECTION

- A. Clean soiled surfaces with cleaning solution.
- B. Touch-up, repair or replace damaged products / materials / connections before Substantial Completion.
- C. Protect installed products until completion of project.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Resilient base and accessories.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 3" inches long.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

1.5 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 RUBBER BASE (noted as Rubber Base, Base or Wall Base on drawings)

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include:
 - 1. Roppe
- B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
 - 1. Style: Standard Toe
- C. Thickness: 0.125 inch (3.2 mm).
- D. Height: 4" typical
- E. Lengths: Coils in manufacturer's standard length.
- F. Outside Corners: Preformed.
- G. Inside Corners: Preformed.
- H. Basis-of-Design & Color: Fawn #140

2.2 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

- B. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- C. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 INSTALLATION

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

3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Vinyl composition tile
- B. Related Sections:
 - 1. 096513 Resilient Base and Accessories

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: Full-size units of each color and pattern of floor tile required.

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Floor Tile: Furnish one box for every boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for floor tile installation and seaming method indicated.
 - 1. Engage an installer who employs workers for this Project who are trained or certified by floor tile manufacturer for installation techniques required.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C). Store floor tiles on flat surfaces.

1.7 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive floor tile during the following time periods:
 - 1. 48 hours before installation.

2. During installation.
 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient tile flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

2.2 VINYL SHEET FLOORING (UPGRADE CREW SPECS 2022)

- A. VINYL COMPOSITE TILE (VCT)
1. Manufacturer: Armstrong Standard Excelon Imperial Texture
 2. Pattern: Antique White
 3. Color: Fawn #140

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by floor tile manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by floor tile and adhesive manufacturers to suit floor tile and substrate conditions indicated.
1. Adhesives shall comply with the following limits for VOC content:
 - a. Vinyl Composition Tile Adhesives: 50 g/L or less.
- C. Floor Polish: Provide protective, liquid floor-polish products recommended by floor tile manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to floor tile manufacturer's written instructions to ensure adhesion of resilient products.

Concrete Substrates: Prepare according to ASTM F 710 and section 035416

Gypsum Cement

Underlayment.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by floor tile manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by floor tile manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to floor tile manufacturer's written recommendations, but not less stringent than the following:
 - a. Perform anhydrous calcium chloride test according to ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of lbs/1000 sq. ft (as required by manufacturer's written instructions) in 24 hours.
 - b. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum, per manufacturer's written instructions, percent relative humidity level.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install floor tiles until they are the same temperature as the space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient floor tile and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient floor tile.

3.3 FLOOR TILE INSTALLATION

A. Comply with manufacturer's written instructions for installing floor tile.

B. Lay out floor tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.

1. Lay tiles in pattern indicated on drawings

C. Scribe, cut, and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, and door frames.

- D. Extend floor tiles into toe spaces, door reveals, closets, and similar openings. Extend floor tiles to center of door openings.
- E. Adhere floor tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting floor tile.
- B. Perform the following operations immediately after completing floor tile installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
 - 2. Sweep and vacuum surfaces thoroughly.
 - 3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover floor tile until Substantial Completion.

END OF SECTION 096519

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates. the following exterior substrates:
 - 1. Fiber–cement siding and trim
 - 2. Exterior Gyp Soffit
 - 3. Wood trim
 - 4. Metal
- B. Related Requirements:
 - 1. Section 074646 “Fiber-Cement Siding” for siding and flashing products.
 - 2. Section 099123 "Interior Painting" for surface preparation and the application of paint.
 - 3. Section 092100 “Gypsum Board.”

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg. F (7 deg. C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg. F (10 and 35 deg. C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg. F (3 deg. C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co.
 - 2. Rodda Paint Co.
 - 3. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulates.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.

2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 3. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 4. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
 5. Where abutting siding components of varying colors occur (ex: trim abutted to shingles or lap siding), the trim color is to extend and cut into the staggering line of the lap/shingles where the two components abut.
 6. Apply primer to each cut end of siding and trim boards.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Owner, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

- A. Fiber-Cement Siding, Associated Trim and Flashings, Gypsum Soffits:
1. Latex System MPI EXT 9.2A:
 - a. Prime Coat: Factory Primer.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.
- B. Wood Trim:
1. Latex System MPI EXT 9.2A:
 - a. Prime Coat: Primer, latex for exterior wood (reduced), MPI #6.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, flat (MPI Gloss Level 1), MPI #10.
- C. Concrete Substrates, Nontraffic Surfaces:
1. Latex System MPI EXT 3.1A:

- a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.
- D. Metal Surfaces:
1. Epoxy System MPI EXT 5.1F:
 - a. Prime Coat: Primer, epoxy, anti-corrosive, for metal, MPI #101.
 - b. Intermediate Coat: Epoxy, high build, low gloss, MPI #108.
 - c. Topcoat: Epoxy, gloss, MPI #77.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior substrates. the following interior substrates:
 - 1. Gypsum board.
 - 2. Wood trim.
- B. Related Requirements:
 - 1. Section 092900 "Gypsum Board" for gypsum board.
 - 2. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg. F (7 deg. C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg. F (10 and 35 deg. C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg. F (3 deg. C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Benjamin Moore & Co.
2. Cloverdale Paint.
3. Kelly-Moore Paints.
4. Parker Paint Mfg. Co. Inc.
5. Rodda Paint Co.
6. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: to match existing.

2.3 PRIMERS/SEALERS

- A. Non-Vapor Barrier Primer, Interior, Institutional Low Odor/VOC: MPI #149.
 1. For gypsum board:
 - a. Primer, Latex, for Interior Wood, Low Odor/VOC: MPI #39.

2.4 WATER-BASED PAINTS

- A. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3): MPI #145.
 1. For gypsum board:
 - a. Primer, Latex, for Interior Wood, Low Odor/VOC: MPI #52.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Wood: 15 percent.
 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" for "MPI Maintenance Repainting Manual."

- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulates.
- C. Wood Substrates:
 - 1. Sand surfaces that will be exposed to view, and dust off.
 - 2. Prime edges, ends, faces, undersides, and backsides of wood.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Wood Substrates:
 - 1. Institutional Low-Odor/VOC Latex System. Basis-of-design: Sherwin Williams Pro Classic
 - a. Prime Coat: Primer, latex, for interior wood, MPI #39. Basis-of-Design: B31 W 1151
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 5), MPI #147.

- B. Gypsum Board Substrates:
 - 1. Institutional Low-Odor/VOC Latex System with non-vapor barrier primer:
Typical Finish unless noted otherwise. Basis-of-Design: BEHR i300.
 - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149. Basis-of-Design BEHR PR 330 White Base.
 - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI#145.
 - d. Color: Birch White.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Bathroom accessories.
 - 2. Mirrors

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include the following:
 - 1. Construction details and dimensions.
 - 2. Anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
 - 3. Material and finish descriptions.
 - 4. Features that will be included for Project.
 - 5. Manufacturer's warranty.
- B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.
 - 1. Identify locations using room designations indicated on Drawings.
 - 2. Identify products using designations indicated on Drawings.

1.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, 0.0312-inch (0.8-mm) minimum nominal thickness, unless otherwise indicated.
- B. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.0359-inch (0.9-mm) minimum nominal thickness.
- C. Galvanized Steel Sheet: ASTM A 653/A 653M, with G60 (Z180) hot-dip zinc coating.
- D. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- E. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.
- F. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.

2.2 ACCESSORIES

- A. Accessory 'A:' Medicine Cabinet / Mirror
 - 1. Manufacturer / Model: Glacier Bay Tri-View Mirror Frameless, Surface Mount
- B. Accessory 'B:' Towel Bar
 - 1. Manufacturer / Model: Franklin Futura Series
- C. Accessory 'C:' Toilet Paper Holder
 - 1. Manufacturer / Model: Franklin Futura Series
- D. Accessory 'D:' Towel Ring
 - 1. Manufacturer / Model: Franklin Futura Series
- E. Accessory 'E:' Robe Hook
 - 1. Manufacturer / Model: Franklin Futura Series

2.3 FABRICATION

- A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
- B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Do not proceed with installation until blocking has been verified for all accessories.

- B. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION 10 28 00

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Horizontal louver blinds at windows,
 2. Operating hardware.

1.2 SUBMITTALS

- A. Submit in accordance with Section 013300 Submittal Procedures.
- B. Submit:
1. Product Data:
 - a. Description and specifications for components, features and assembly.
 - b. Opening size limitations, method of attachment and operation specific to work of this Section.
 - c. Backing requirements and method of attachment.
 2. Manufacturer's Instructions:
 - a. Installation requirements, tolerances and clearances required for installation.
 - b. Installation for different openings and mounting substrates.
 3. Samples:
 - a. One (1) sixteen (16") inch wide fully functional vertical headrail.
 - b. Manufacturer's complete color selection on actual material.
 - c. Manufacturer's color selection for exposed metal components.

1.3 QUALITY ASSURANCE

- A. Installer:
1. Specializing in fabricating and installing work of this Section.
 2. Able to document minimum three (3) years' experience for projects of equivalent or greater scope and quality.
 3. Authorized as qualified to perform work of this Section by manufacturer.
- B. Field Verify: Opening sizes, method of attachment, operation, and interface with adjacent construction, tolerances, and clearances required for installation prior to fabrication.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's protective packaging with manufacturer's product identification clearly labeled.
- B. Store materials in dry area maintained at building's operating temperature and humidity.

1.5 PROJECT CONDITIONS

- A. Building: Fully enclosed, with wet and dust-creating work complete and dry, environmental controls in place, maintaining temperatures between 60 and 90 degrees F, and relative humidity maintained at maximum eight (80%) percent.

1.6 WARRANTY

- A. Manufacturer:
1. Standard Lifetime Warranty for headrail including operating components.
 2. Standard three (3) year Warranty for fabrics.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Horizontal louver blinds:
 - 1. Hunter Douglas
 - 2. Levolor Contract
 - 3. Or accepted equal

2.2 HORIZONTAL LOUVER BLINDS

- A. Blinds: Horizontal slat louvers hung from full-width headrail; manual control of raising and lowering by cordless lift spring motor; blade angle adjustable by control wand; complying with WCMA A100.1.
- B. Slats: Crowned PVC 24.5-25mm wide x .38-.42 mm thick. Meets requirement of NFPA 701 test method 1.
 - 1. Color: White
- C. Slat Support: Braided polyester cord in ladder configuration with two rungs per ladder.
- D. Head Rail: Pre-finished, formed aluminum or steel box with end caps; internally fitted with hardware, pulleys and bearings for operation; same depth as width of slats.
- E. Lift Cord: Braided nylon; continuous loop.
- F. Control Wand: Extruded hollow plastic; hexagonal shape.
- G. Headrail Attachment: Wall brackets.
- H. Accessory Hardware: Type recommended by blind manufacturer.

2.3 FABRICATION

- A. Fabricate blinds to fill each opening completely from jamb to jamb and from head to sill.
- B. Determine sizes by field measurement.
- C. Locate blind divisions at mullions and perimeter framed openings.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Conform to manufacturer's installation instructions and provisions of Contract Documents.
- B. Install with sufficient brackets to prevent deflection of headrail.
- C. Located and adjust to be plumb, level.
- D. Allow for necessary clearances for operating hardware.

3.2 ADJUSTING

- A. Adjust blinds for smooth operation.
- B. Replace defective and damaged units.

3.3 CLEANING

- A. Vacuum blinds to remove dust. Remove soiling and staining using a mild detergent in conformance to manufacturer's instructions.
- B. Leave installation area clean and free of debris and residue resulting from this Section.

END OF SECTION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Conform to General Conditions, Supplementary Conditions; the modifications thereto and Division 01 - General Requirements for all work in Division 22.

1.2 SUMMARY

- A. Design Intent: Plumbing systems for an addition of four, two story apartments in Kirkland, Washington.
- B. Provide labor, materials and appliances necessary for satisfactory installation of mechanical work ready to operate in strict accordance with these specifications and drawings. Work of Division 22 includes, but is not limited to, that as delineated in the following specification sections:
 - 1. 220000 Plumbing General Conditions.
 - 2. 220500 Common Work Results for Plumbing.
 - 3. 220700 Plumbing Insulation.
 - 4. 221100 Facility Water Distribution.
 - 5. 221116 PEX Domestic Water Piping.
 - 6. 221300 Facility Sanitary Sewerage.
 - 7. 223000 Plumbing Equipment.
 - 8. 224000 Plumbing Fixtures.
- C. TEST AND BALANCE: Provided by 23 05 93. Provide all necessary coordination, assistance and documentation.

1.3 CODES AND STANDARDS

- A. Conform to following code and agency requirements having jurisdictional authority over mechanical installations.
 - 1. Uniform Plumbing Code (UPC) with local amendments.
 - 2. International Mechanical Code (IMC) with local amendments.
 - 3. International Building Code (IBC) with local amendments.
 - 4. International Fuel Gas Code (IFGC) with local amendments.
 - 5. National Electrical Code (NEC) NFPA 70.
 - 6. Requirements of OSHA and EPA.
 - 7. National Fire Protection Association (NFPA) Codes and Standards.
 - 8. ASME code for construction of pressure vessels.
 - 9. American Gas Association (AGA) Standards.
 - 10. ASTM, ANSI and NEMA standards, as referenced in subsequent sections.
 - 11. Local Sewer District Requirements.
 - 12. Local Water District Requirements.
 - 13. Local Health Department Requirements.
 - 14. Washington State Energy Code.

1.4 PERFORMANCE REQUIREMENTS

- A. Firestopping: Conform to International Building Code with local amendments, FM and UL for fire resistance ratings and surface burning characteristics.
- B. Provide vibration isolation on motor driven equipment 0.5 hp or more, plus connected piping.

- C. Provide minimum static deflection of isolators for equipment as follows:
 - 1. 5 hp and less: 1 inch
 - 2. Over 5 hp: 2 inch
- D. Maintain rooms below the maximum sound levels, as defined by ASHRAE Handbook *HVAC Applications* and ANSI S1.8.

1.5 PRODUCT SUBSTITUTIONS:

- A. Manufacturers and models of equipment and material indicated herein and on drawings are those upon which mechanical design is based. Other manufacturers with products considered equal in general quality may be listed without specific model designation. Manufacturers not listed must be submitted for approval.
- B. Substitutions will be evaluated based on product manufacturer only. Specific product model, specifications, options and accessories will be evaluated during submittals. Approval of a manufacturer substitution does not constitute approval of the submitted product.
- C. Any equipment other than the basis of design is considered a substitution.
- D. In selecting substitute equipment, the Contractor is responsible for and must guarantee equal performance and fit. Cost of redesign and all additional costs incurred to accommodate the substituted equipment shall be borne by the Contractor.
- E. Unless indicated otherwise, "or approved" may be assumed for all products in Division 22.

1.6 SUBMITTALS

- A. Provide one electronic copy of product data submittals for all products listed under "Part 2 Products" of Division 22 and all additional products noted on drawings or required for completion of sequence of operations.
- B. Submittals shall be complete in one PDF file with bookmarks for each Division. Multi-part submittals will be returned without review.**
 - 1. First Page: Name of Project, Owner, Location & Contracting Company.
 - 2. Index Page: List of specification sections with contents by Tag or item.
 - 3. Bookmarks: Electronic bookmark of each specification section corresponding to listing in index.
- C. Clearly indicate on each page the equipment schedule designation (Tag) and/or specification section, as applicable. Indicate selected model and all accessories intended for use.
- D. Equipment vendor cover page with contact information shall precede submittal by that vendor.
- E. Submitted product information shall include (as applicable) but not be limited to the following information:
 - 1. Product description
 - 2. Manufacturer and model
 - 3. Dimensions
 - 4. Performance Ratings (i.e. capacity, rpm, HP, temperature)

5. Construction Materials
 6. Ratings (i.e. UL, ASTM, NEMA, etc)
 7. Electrical data
 8. Sound level data (corresponding to scheduled values)
 9. Vibration Isolation
 10. Controls and wiring diagrams
 11. Accessories
 12. Engineering technical data (i.e. pressure drops, leakage rates, pump curves)
- F. If requested by Owner, submit Manufacturer's Installation Instructions on any equipment, procedures, or certifications so requested.
- G. Do no ordering, fabrication or manufacturing of products until return of approved submittals.

1.7 SHOP DRAWINGS

- A. The Contractor shall submit drawings and/or diagrams for review and for job coordination in all cases where deviation from the Contract Drawings are contemplated because of job conditions, interference or substitution of equipment, or when requested by the Owner for purposes of clarification of the Contractor's intent. Also submit detailed drawings, rough-in sheets, etc., for all special or custom-built items or equipment. Drawings and details under the section shall include (but not be limited to) the following, where applicable to this project:
1. Electrical interlock wiring diagrams.
 2. Piping layout plans and interference details.
- B. By submission of plumbing shop drawings, the Contractor acknowledges that coordination has been done to ensure that all piping fits and no conflicts exist.
- C. The Owner's review of shop drawings shall not relieve the Contractor of responsibility for deviations from the Contract drawings or specifications, unless he has, in writing, called the attention of the Owner to such deviations at the time of the submission, nor shall it relieve him from responsibility for errors or omission in such shop drawings.

1.8 PLUMBING PERMIT

- A. Plumbing contractor shall prepare all documents for plumbing permit application, submit for and obtain the permit. All costs and fees to obtain the permit shall be paid by the Plumbing Contractor.
- B. Contractor shall not commence work until permit is obtained. Contractor is solely responsible to insure that the permit application and any revisions are submitted in a timely manner so as not to impact project schedule.

1.9 QUALITY ASSURANCE

- A. Perform Work in accordance with ASME B31.9 – Building Services Piping for installation of piping systems and ASME Section IX – Welding and Brazing Qualifications for welding materials and procedures.
- B. Perform Work in accordance with the Uniform Plumbing Code including State and local amendments.
- C. Provide products requiring electrical connections listed and classified by UL as suitable

for purpose specified and indicated.

- D. Perform Work in accordance with Washington State Energy Code.

1.10 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years' experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years' experience.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- B. Protect all equipment, materials, and insulation from weather, construction traffic, dirt, water, chemicals, and damage by storing in original packaging and under cover. Where original packaging is insufficient, provide additional protection. Maintain protection in place until installation.
- C. Inspect all products and materials for damage prior to installation.
- D. Protect piping from all entry of foreign materials by providing temporary end caps or closures on piping and fittings. Furnish temporary protective coating on cast iron and steel valves.
- E. Protect heat exchangers and tanks with temporary inlet and outlet caps. Maintain caps in place until installation.
- F. Protect materials and finishes during handling and installation to prevent damage.
- G. Comply with manufacturer's installation instruction for rigging, unloading and transporting units.
- H. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.12 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply fire stopping materials when temperature of substrate material and ambient air is below 60 degrees F. Maintain this minimum temperature before, during, and for minimum 3 days after installation of fire stopping materials.
- B. Provide ventilation in areas to receive solvent cured materials.
- C. Do not install underground piping or valves when bedding is wet or frozen.
- D. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer. Maintain temperature during and after installation for minimum period of 24 hours.
- E. Do not install instruments when areas are under construction, except rough in, taps, supports and test plugs.

1.13 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.
- B. Verify by field measurements, sizes and configurations are compatible with wall construction and layout.
- C. Existing systems and utility lines indicated on drawings are in accordance with information furnished to the Architect and may not be complete. Contractor is responsible for locating, uncovering, disposing of or maintaining existing systems.

1.14 COORDINATION

- A. Visit the site and become familiar with existing conditions affecting work.
- B. Verify locations of any overhead or buried utilities on or near site. Determine such locations in conjunction with all public and private utility companies and with all authorities having jurisdiction.
- C. Existing systems and utility lines indicated on drawings are in accordance with information furnished to the Owner and may not be complete. Contractor is responsible for locating, uncovering, disposing of or maintaining existing systems.
- D. Plumbing drawings are diagrammatic and do not indicate all possible site conditions. The contractor shall verify all measurements, dimensions and connections on site and coordinate between trades to preclude interferences. The contractor shall provide adjustments to piping as necessary to fit conditions including but is not limited to relocation, offsets, and transitions.
- E. In the event of a conflict with other trades of work, the following priority from highest to lowest shall be followed: Structural, lighting, HVAC, plumbing/piping and sprinklers. Starting with the lowest priority, the HVAC, plumbing, and sprinkler contractors shall provide whatever materials, offsets, labor etc. is required to resolve the conflict.
- F. When discrepancies occur between plans and specifications, the Owner will determine which takes precedence and the Contractor shall perform the selected requirement at no additional cost.
- G. Prior to ordering equipment cross-check plumbing and electrical drawings and specifications to assure proper location and electrical characteristics of connections serving mechanical and electrical equipment.
- H. Advise the Owner of any modifications required to suit equipment furnished. Costs for modifications due to equipment substitution will be borne by the contractor.
- I. Wherever conflicts occur between different parts of the Contract Documents the greater quantity, the better quality, or larger size shall prevail unless the Owner informs the Contractor otherwise in writing.
- J. The scale of each drawing is relatively accurate, but the Contractor is warned to obtain the necessary dimensions for any exact takeoffs from the Owner. No additional cost to the Owner will be considered for failure to obtain exact dimensions where not clear or in error on the drawings. Any device or fixture roughed in improperly and not positioned on implied centerlines or as required by good practice must be repositioned at no cost to the

Owner.

- K. Where the word 'verify' is used on the documents, the contractor shall field verify the existing conditions and modify the scope of the installation as required to meet the verified conditions without additional cost to the Owner.
- L. Coordinate trenching, excavating, bedding, backfilling of buried systems with requirements of this specification.
- M. Coordinate wall openings, piping rough-in locations, concrete housekeeping pads, and electrical rough-in locations to accommodate Work of this Section.

1.15 CUTTING, FITTING, REPAIRING AND PATCHING

- A. Arrange and pay for all cutting, fitting, repairing, patching and finishing of work by other trades where necessary for installation of plumbing work. Perform work only with craftsmen skilled in their respective trades.
- B. Avoid cutting, where possible, by setting sleeves, frames, etc., and by coordinating for openings in advance. Assist other trades in securing correct location and placement of rough-frames, sleeves, openings, etc. for piping.
- C. Cut all holes neatly and as small as possible to admit work. Perform cutting in manner so as not to weaken walls, partitions or floors. Drill holes required to be cut in floors without breaking out around holes.

1.16 SALVAGE

- A. Remove excess piping and plug or cap any unused branch connections. Remove scrap pipe and all other excess materials from the site.
- B. Comply with contractor's Construction Waste Management Plan. Retain and submit all trip and tip tickets for all construction debris and waste hauling, indicating material content, tonnage, date hauled and facility to where materials were hauled.

1.17 PROJECT CLOSEOUT

- A. Completion, submission and approval of the following is required for final project closeout.
 - 1. Execution of Architect's and Engineer's final observation reports (punchlist).
 - 2. Operating and Maintenance Instructions.
 - 3. Operating and Maintenance Manual.
 - 4. Equipment and Pipe Cleaning.
 - 5. Record Drawings.
 - 6. Testing.
 - 7. Commissioning.
 - 8. Warranty.
- B. See Division 01 for additional requirements.

1.18 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. General: In addition to requirements of Division 01, following initial operation of plumbing systems and prior to acceptance by the Owner, perform the following services.

- B. At least two weeks prior to each instruction period, give written notification of readiness to proceed to the Owner, and obtain mutually acceptable dates.
 - C. Conduct demonstrations and instructions for the Owner's representatives, pointing out requirements for operating, servicing and maintaining equipment and systems. Describe general system operation and specific equipment functions. Cover all equipment calibration, set-point adjustment, safeties and alarms.
 - D. Furnish qualifications of Contractor's personnel in charge of the instruction; foreman position is minimum acceptable. Where equipment startup is performed by supplier's or manufacturer's personnel, those personnel should also provide training on that equipment.
 - E. During demonstrations and instructions include and reference information from maintenance manuals and contract drawings.
 - 1. Provide documentation of all instruction which includes:
 - a. Date and time of instruction
 - b. Name, affiliation and qualifications of the instructor
 - c. Name and affiliation of the attendees
 - d. Topics, systems, and equipment covered
 - e. Length of instruction
 - F. Minimum duration of instruction periods:
 - 1. Plumbing Systems: 4 hours
- 1.19 OPERATING AND MAINTENANCE MANUALS
- A. Contents: Furnish, in accord with Division 1, one PDF and one bound copy of operating and maintenance manuals.
- 1.20 EQUIPMENT AND PIPE CLEANING
- A. Clean interior and exterior of all equipment. Equipment shall be free of dirt, construction debris, corrosion, etc.
 - B. Adequate provisions shall be made during construction to eliminate dirt, debris or other material from entering and collecting inside of pipe and equipment. Any collection of material shall be thoroughly cleaned before equipment startup and if necessary again before owner occupancy.
 - C. Clean exterior of all exposed pipe and equipment.
- 1.21 RECORD DRAWINGS
- A. Submit one digital file with all drawings in PDF format.
 - B. Show location of equipment, location and size of piping. Locate all valves and similar equipment with tag or label identification. Indicate locations and elevations of exterior pipe and utility connections. Maintain continuously updated drawings during progress of project.
 - C. Record actual locations of equipment, clean-outs, controlling devices, and all above grade, under-floor, and buried piping.
- 1.22 TESTING

- A. Provide completed start-up forms and checklists.
- B. Coordinate Test and Balance with Division 23 05 93. Provide all necessary assistance and documentation.

1.23 WARRANTIES AND CONTRACTOR'S GUARANTEE

- A. All work, material and equipment shall be free of defect, complete and in perfect operating order at time of delivery to Owner.
- B. Furnish one year warranty from date of substantial completion for all systems unless specifically noted otherwise.
- C. Without cost to Owner, **correct all defects and failures discovered within one year from date of final acceptance.**
- D. The guarantee of the Contractor is independent of shorter time limits by any manufacturer of equipment furnished. Submit with Operation and Maintenance Manual all guarantees that exceed one year (e.g.: water heaters).
- E. Make all necessary balancing and control adjustments during first year of operation.
- F. The presence of any inspector or observer during any construction does not relieve the Contractor from responsibility for defects discovered after completion of the work.

PART 2 – NOT USED

PART 3 - EXECUTION

3.1 DOCUMENTATION

- A. Additional plan submittals to reviewing authority: If additional drawing submittals are required at any time during construction contractor shall submit drawings, review with authority, and pick up subsequent approved drawings. Owner will revise and/or prepare drawings for submittal.

3.2 INSPECTION

- A. Do not allow any work to be covered up or enclosed until inspected, tested and approved by the Owner and all authorities having jurisdiction over the work.
- B. Should any work be enclosed or covered up before such inspection and test, Contractor shall at his own expense uncover work, and after it has been inspected, tested and approved, make all repairs as necessary to restore all work disturbed by him to its original condition.

3.3 FIELD QUALITY CONTROL

- A. Inspect installed fire stopping for compliance with specifications and submitted schedule.
- B. Inspect isolated equipment after installation for proper movement clearance.
- C. Test domestic water piping system in accordance with applicable code and local authority having jurisdiction.
- D. Test sanitary waste and vent piping system in accordance with applicable code and local

authority having jurisdiction.

- E. Test storm drainage piping system in accordance with applicable code and local authority having jurisdiction.

3.4 CLEANING

- A. Clean adjacent surfaces of fire stopping materials.
- B. Clean plumbing fixtures and equipment.
- C. Use acceptable cleaning products per IAQ Management Plan.

3.5 PROTECTION OF FINISHED WORK

- A. Protect adjacent surfaces from damage by material installation.
- B. Do not permit use of plumbing fixtures before final acceptance.

END OF SECTION

PART 1 - GENERAL

1.1 REQUIREMENTS

- A. All china fixtures shall be white or manufacturer's standard unless otherwise indicated.
- B. Ensure that that all china fixtures install in a room or area are the exact same color and hue, especially if from different manufacturers.
- C. Fixtures by type and material shall be of the same manufacturer except when scheduled or approved otherwise.
- D. Fixtures shall be designed or equipped to meet the following minimum water use efficiency standards:
 - 1. Water closets (tank or flush valve) 1.28 GPF
 - 2. Shower heads 1.5 GPM
 - 3. Lavatory faucets 1.5 GPM
 - 4. Kitchen faucets 2.0 GPM
 - 5. Service faucets 2.0 GPM

PART 2 - PRODUCTS

2.1 TANK TYPE WATER CLOSETS

- A. Manufacturers: Niagara or approved equal.
- B. Gravity: white, vitreous china, floor mount, 12" rough-in, 15" rim height, gravity feed flush with 3" valve, elongated bowl, close-coupled closet combination, insulated vitreous china closet tank with fittings and lever flushing valve, siphon jet, 2-1/8" passageway, chrome plated bolt caps.
- C. Gravity (ADA): white, vitreous china, floor mount, 12" rough-in, 16-1/2" rim height, ADA compliant, gravity feed flush with 3" valve, elongated bowl, close-coupled closet combination, insulated vitreous china closet tank with fittings and lever flushing valve, siphon jet, 2-1/8" passageway, chrome plated bolt caps.

2.2 WATER CLOSET SEATS

- A. Manufacturers: Bemis, Olsonite or approved equal.
- B. Open Front: Heavy duty solid plastic, white, large molded-in bumpers, external check hinges with stainless steel posts, without cover.
- C. Closed Front: Heavy duty solid plastic, white, large molded-in bumpers, external check hinges with stainless steel posts, with cover.

2.3 LAVATORIES

- A. Manufacturers: Glacier Bay or approved equal.
- B. Wall Hung: white, vitreous china, wall mounted, drilled for concealed arm carrier, overflow, ADA compliant. Provide with wall carrier.
- C. Counter Top: white, vitreous china, self-rimming, overflow, ADA compliant.

2.4 SINKS

- A. Manufacturers: Glacier Bay or approved equal.
- B. Single Compartment: Seamless 18 gauge. Type 304 stainless steel, self-rimming, radius corners, sound deadening undercoat.
- C. Double Compartment: Seamless 18 gauge. Type 304 stainless steel, self-rimming, radius corners, sound deadening undercoat.

2.5 BATHTUBS

- A. Manufacturers: Bootz Industries or approved equal.
- B. White, porcelain enameled steel, acid resistant, recessed with integral apron and tiling flange, slip-resistant coating. Verify left or right hand outlet.

2.6 SHOWER ENCLOSURES

- A. Manufacturers: Bootz Industries or approved equal.
- B. One piece gel-coated fiberglass or acrylic shower stall with stainless steel curtain rod. Curtain rod shall be minimum 6'-3" AFF (verify with Owner).
- C. (ADA): One piece gel-coated fiberglass or acrylic shower stall, barrier-free with stainless steel curtain rod, moveable seat provided by Owner, stainless grab bar.

2.7 FAUCET, LAVATORY

- A. Manufacturers: Chicago, Geberit, Delta HDF, Symmons or approved equal and as specifically noted below.
- B. Centerset:
 - 1. Single Handle: Polished chrome plated cast brass, deck mount, metal lever handle, ceramic mixing cartridge, temperature limit stop, 2.2 gpm aerator. Spout length, drain and hole spacing as scheduled.
 - 2. Dual Handle: Polished chrome plated cast brass, deck mount, metal indexed wristblade handles. Spout length, drain and hole spacing as scheduled.

2.8 FAUCET, SINK

- A. Manufacturers: Chicago, Delta, Symmons or approved equal.
- B. Swing Spout:
 - 1. Single Handle: Polished chrome plated cast brass, deck mount, metal lever handle, ceramic mixing cartridge, temperature limit stop. Spout length, drain and hole spacing as scheduled.

2.9 SHOWER/TUB VALVES

- A. Manufacturers: Chicago, Delta HDF, Symmons or approved equal and as specifically noted below.
- B. Shower: Pressure balancing valve that cycles from cold to hot, lever handle, chrome plated brass, integral service stops, complete with shower head, arm and flange.
- C. Shower/Tub: Pressure balancing valve that cycles from cold to hot, lever handle, diverter tub spout, chrome plated brass, integral service stops, complete with shower head, arm

and flange.

- D. Institutional Shower: Pressure balancing valve that cycles from cold to hot, metal lever handle, chrome plated brass, integral service stops, adjustable stop screw for handle, complete with vandal resistant shower head, anchor plate and flange. Symmons, Moen Commercial "Heavy Duty" Only.

2.10 SHOWER HEADS

- A. Manufacturers: Delta or approved equal.
- B. Solid brass construction, polished chrome finish, 6-jet showerhead, infinitely adjustable spray streams with operating handle, pressure-compensating auto-flow limit to 2.0 gpm.

2.11 SHOWER HAND SPRAY

- A. Manufacturers: Delta or approved equal.
- B. Personal hand held shower with push button, on-off control, 60" double spiral metal hose, 24" stainless steel slide/grab bar, ADA adjustable slide, chrome plated vacuum breaker, chrome plated wall supply elbow.
- C. Vacuum breaker must comply with ASME A112.18.1/CSA B125.1 or shall have a backflow prevention device that is in accordance with ASME A112.18.3 or ASSE 1014.

2.12 HOSE BIBBS

- A. Manufacturers: Woodford, Zurn, JR Smith or approved equal.
- B. Interior: Bronze or brass with integral mounting flange, automatic draining, anti-siphon vacuum breaker, 3/4" hose thread, wheel handle.
- C. Exterior (Freeze Proof): Automatic draining, freezeless, hose connection backflow protection, two check valves, 3/4" hose thread, loose key handle, wall clamp.
- D. Exterior (Freeze Proof Wall Box): Automatic draining, freezeless, hose connection backflow protection with two check valves, 3/4" hose thread, loose key handle, wall clamp, recessed wall box with chrome finish.
- E. Yard Hydrant (Freeze Proof): 3/4" brass male nozzle hose connection with two check valve backflow protection, automatic drain plunger, air vent, internal operation rod with guide and adjustable link, Teflon impregnated packing.

2.13 RECESSED VALVE BOX

- A. Manufacturers: Guy Gray, Acorn, Oatey, Sioux Chief or approved equal.
- B. General: Box construction shall match fire rating of wall.
- C. Washing Machine: 2" drain socket, 3/4" hot & cold brass valves, wall brackets, face plate.
- D. Water: 1/4 turn brass ball valve with recessed wall box, wall brackets, face plate.

2.14 FIXTURE SUPPLIES

- A. Manufacturers: Brass Craft or approved equal.

- B. Chrome plated brass angle stops with fixed key metal handle and chrome plated escutcheon. Chrome plated copper flexible supplies for exposed connections, braided supplies acceptable where concealed. Provide stop and supply type as applicable to specific fixtures.

2.15 TRAPS

- A. Manufacturers: Brass Craft, Dearborn Brass or approved equal.
- B. Adjustable type, polished chrome plated brass with escutcheon. Provide type as applicable to specific fixture installation. PVC acceptable only where concealed.

2.16 LAVATORY INSULATION KIT

- A. Manufacturers: Truebro, Plumberex, or approved equal.
- B. Where lavatories or sinks have exposed traps or supplies furnish the following for ADA compliance: Safety Covers conforming to ANSI A177.1 and consisting of insulation kit of molded closed cell vinyl construction, 3/16 inch thick, white color, for insulating tailpiece, P-trap, valves, and supply piping. Furnish with weep hole and angle valve access covers, antimicrobial, with flush reusable fasteners.

2.17 CARRIERS

- A. Manufacturers: Wade, J.R. Smith, Zurn, Josam or approved equal.
- B. Lavatory: Provide concealed arm carriers for all wall mounted lavatories. Coated steel uprights with welded feet, cast iron adjustable headers, concealed arms, lugs for floor and wall attachment, steel sleeves, alignment truss.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify walls and floor finishes are prepared and ready for installation of fixtures.
- B. Verify electric power is available and of correct characteristics.
- C. For all lavatories and sinks verify required number of holes and hole spacing before ordering.

3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures and in accordance with manufacturer's details.
- B. Locate fixtures in accordance with architectural drawings, details on structural drawings and/or Owner's direction in field. Mount ADA fixtures according to dimensions on architectural drawings.
- C. If drain, tailpiece, strainer or other accessories are not furnished by fixture manufacturer then provide accessories by Brass Craft or approved equal.

3.3 INSTALLATION

- A. Install shut-off valves on water lines servicing a fixture group.

- B. Support piping at stop, valve or flush valve.
 - C. Align fixtures and equipment installed in accord with architectural drawings.
 - D. Locate shower head mounting height 80" minimum from drain to centerline of head pipe.
 - E. Locate shower curtain rod minimum 6'-3" AFF (verify with architect).
 - F. Locate floor service sink (mop sink) faucet rough-in at 36" AFF.
 - G. Locate water recessed valve boxes for refrigerators at 18" AFF.
 - H. Seal fixtures to wall and floor surfaces with silicon sealant, color to match fixture.
 - I. Solidly attach water closets to floor with lag screws. Lead flashing is not intended hold fixture in place.
 - J. For ADA accessible water closets, install flush valve with handle to wide side of stall.
- 3.4 INTERFACE WITH OTHER PRODUCTS
- A. Review millwork shop-drawings. Confirm location and size of fixtures and openings before rough in and ordering.
- 3.5 ADJUSTING
- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.
 - B. Adjust flush lever or valve for intended flow rate and operation.

END OF SECTION

NIKE FIRE RESTORATION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Provide all wiring devices and plates.
- B. No push-in terminals allowed.
- C. All devices color shall be white, unless otherwise noted.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Hubbell
- B. Pass & Seymour
- C. Leviton
- D. Cooper
- E. Or approved equal

2.2 RECEPTACLES

- A. In All Non-Occupiable spaces: Provide "Specification Grade", Duplex NEMA 5-20R configuration (20-Amp, 120-Volt) unless shown otherwise. Must have "rivetless ground" contact manufactured as an integral component of the external ground screw terminal. Meets Fed Spec. WC-596 Hubbell HBL5362, Cooper 5362, P&S 5362A, and Leviton 5362.
- B. Tamper resistant, Duplex NEMA 5-20R configuration. Hubbell BR20ITR, Leviton 5362-SGI, and Cooper TR8300.
- C. Tamper resistant, Self-Testing Ground-Fault Circuit-Interrupter Duplex Receptacles: 20A. 125V AC; 2-pole, 3 wire grounding; 10,000 amps current interrupting; green light indicator when power is 'on'; red light indicator when device is in the tripped position; Red "EOL" (end of life) indicator with rapid flash when the unit has reached end of life and/or cannot provide GFCI protection. Provide GFI receptacles where required by code.
- D. AFCI Tamper-Resistant Duplex Receptacles: 15 Amp. 125 volt; 20-amp feed-through, tamper resistant, AFCI; back and side wired. Leviton AFTR1.
- E. Switched Receptacles: Switched receptacles shall match as specified elsewhere, nylon face with one controlled face split circuit hot tab, permanently marked for use with control systems, back and side wired.
- F. Tamper Resistant, Weather Resistant (WR) / Ground Fault Circuit-Interrupter (GFCI) Outdoor Duplex Receptacles: NEMA 5-20R. Leviton GFWT2 or equal, for 20 Amp, 125-Volt AC.
- G. Special Purpose Receptacles: For special purpose receptacles, see drawings for voltage, amperage, and phase. Provide with matching plug delivered to the Owner.

2.3 DEVICE PLATES

- A. Interior: Plates for recessed boxes shall be Hubbell, Cooper or Leviton; nylon, white, or color to match device. Attachment screws shall match finish of plate. Plates for surface mounted boxes shall be of ivory nylon with size to fit exactly the box used.
 - 1. Where a duplex receptacle is indicated next to a USB receptacle, provide a dual-gang faceplate and mount both devices in the same backbox under the same faceplate.

- B. Exterior: Intermatic # WP1010MC, for vertical mount and # WP1010HMC for horizontal mount, or equivalent for receptacles. Metal cover shall be raintight while-in-use.

2.4 LABELING

- A. For receptacles other than NEMA 5-20R, the coverplate shall have ampere rating, voltage and phase engraved on a phenolic label and attached to the cover plate.

2.5 MULTI-OUTLET ASSEMBLY (WHEN SHOWN)

- A. Provide assemblies complete, including necessary fittings and hardware with circuits as indicated on Plans and outlet spacing as indicated. All assemblies shall contain ground wire. Wiremold or equal.

PART 3 - EXECUTION

3.1 MOUNTING

- A. Rigidly fasten each device to the outlet box at proper position with the wall to bring receptacle flush with plate or switch handle the proper distance through the plate.

3.2 ORIENTATION

- A. Set switches vertical with handle operating vertically, up position "ON" at +48" above finished floor.
- B. Set Receptacles vertical with ground slot down at +18" above finished floor.
- C. Set Exterior Receptacles horizontal at +18" above finished grade.

3.3 DEVICE PLATES

- A. Shall be installed for each new wiring device and for each telephone and signal equipment outlet, except where equipment mounted thereon covers the outlet box completely.
- B. Provide new covers on existing outlet boxes being reused.

3.4 DIMMER SWITCHES

- A. Provide a separate neutral for each phase.
- B. Fluorescent dimmer switches require a 4 square backbox per switch.

3.5 RECEPTACLE GROUNDING

- A. Provide bare bonding wire between receptacle grounding terminal and box. Plaster ear screws connecting frame to the box will not be acceptable for grounding.
- B. Provide green insulated grounding conductor in all branch circuits supplying ground-fault circuit-interrupter type receptacles.

3.6 HANDICAPPED ACCESS

- A. Comply with requirements of Washington State Handicapped Access Code.

END OF SECTION

Nike Manor ^{D.1}
405 73.254



XRF CALIBRATION CHECK TEST RESULTS

XRF Serial No.: 102877 XLP 300A Date: 8/3/23

Address/Unit Number: _____

Device: Niton XLP 300A

Contractor: PBS Engineering & Environmental

Inspector Name: Janet Murphy Signature: Janet Murphy

NIST SRM used: 2573 mg/cm² Calibration Check tolerance used: 0.8 To 1.2 mg/cm²

FIRST CALIBRATION CHECK:

NIST SRM			First Average	Difference Between First Average and NIST SRM*
First Reading	Second Reading	Third Reading		

SECOND CALIBRATION CHECK: 2572 Yellow ^{1.53} ± 0.09

NIST SRM			First Average	Difference Between First Average and NIST SRM*
First Reading	Second Reading	Third Reading		
<u>397</u> <u>1.2</u>	<u>398</u> <u>1.4</u>	<u>399</u> <u>1.4</u>	<u>1.3</u>	<u>1.21</u>

THIRD CALIBRATION CHECK (IF REQUIRED):

NIST SRM			First Average	Difference Between First Average and NIST SRM*
First Reading	Second Reading	Third Reading		

FOURTH CALIBRATION CHECK (IF REQUIRED):

NIST SRM			First Average	Difference Between First Average and NIST SRM*
First Reading	Second Reading	Third Reading		

* If the difference of the Calibration Check Average from the NIST SRM film value is greater than the specified Calibration Check tolerance for this device, consult the manufacturer's recommendations to bring the instrument back into control. Retest all testing combinations tested since the last successful Calibration Check test.

AA LEAD PAINT CHIP SAMPLE INVENTORY

<u>PBS Sample #</u>	<u>Paint Color / Component or Substrate</u>	<u>Sample Location</u>	<u>Results (mg/kg)</u>	<u>Results (%)</u>	<u>Lab</u>
40573.254-Pb1	White / Gypsum wallboard / Ceiling	Kitchen	<52	<0.0052	NVL
40573.254-Pb2	Tan / Gypsum wallboard / Wall	Bathroom	370	0.037	NVL
40573.254-Pb3	Brown / Metal / Doorframe	Front door	<56	<0.0056	NVL
40573.254-Pb4	Gray / Wood / Siding	Under exterior vinyl siding	28000	2.8	NVL
40573.254-Pb5	White / Metal / Rail	Front entry	360	0.036	NVL
40573.254-Pb6	White / Wood / Soffit	Garage	<48	<0.0048	NVL
40573.254-Pb7	White / Gypsum wallboard / Wall	Living Room	<49	<0.0049	NVL
40573.254-Pb8	White / Wood / Shelving	At front door	<50	<0.0050	NVL
40573.254-Pb9	White / Wood / Sill	Bedroom 1 sill	<51	<0.0051	NVL
40573.254-Pb10	Brown/ Wood / Door	Closet door	<52	<0.0052	NVL



August 4, 2023

Janet Murphy

PBS Environmental - Seattle

214 E Galer St. Suite. 300

Seattle, WA 98102

NVL Batch # 2312248.00

RE: Total Metal Analysis
Method: EPA 7000B Lead by FAA <paint>
Item Code: FAA-02

Client Project: 40573.254

Location: Nike Manor Unit 27

Dear Ms. Murphy,

NVL Labs received 10 sample(s) for the said project on 8/3/2023. Preparation of these samples was conducted following protocol outlined in EPA 3051/7000B , unless stated otherwise.

Analysis of these samples was performed using analytical instruments in accordance with EPA 7000B Lead by FAA <paint>. The results are usually expressed in mg/Kg and percentage (%). Test results are not blank corrected.

For recent regulation updates pertaining to current regulatory levels or permissible exposure levels, please call your local regulatory agencies for more detail.

At NVL Labs all analyses are performed under strict guidelines of the Quality Assurance Program. This report is considered highly confidential and will not be released without your approval. Samples are archived after two weeks from the analysis date. Please feel free to contact us at 206-547-0100, in case you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shalini Patel'.

Shalini Patel, Manager Metals Lab

Enc.: Sample results



Phone: 206 547.0100 | Fax: 206 634.1936 | Toll Free: 1.888.NVL.LABS (685.5227)
4708 Aurora Avenue North | Seattle, WA 98103-6516

Analysis Report

Total Lead (Pb)



Client: PBS Environmental - Seattle
Address: 214 E Galer St. Suite. 300
Seattle, WA 98102

Batch #: 2312248.00

Matrix: Paint
Method: EPA 3051/7000B
Client Project #: 40573.254
Date Received: 8/3/2023
Samples Received: 10
Samples Analyzed: 10

Attention: Ms. Janet Murphy
Project Location: Nike Manor Unit 27

Lab ID	Client Sample #	Sample Weight (g)	RL in mg/Kg	Results in mg/Kg	Results in percent
23073898	40573.254-Pb1	0.1912	52	< 52	<0.0052
23073899	40573.254-Pb2	0.1898	53	370	0.037
23073900	40573.254-Pb3	0.1780	56	< 56	<0.0056
23073901	40573.254-Pb4	0.1834	55	28000	2.8
23073902	40573.254-Pb5	0.1534	65	360	0.036
23073903	40573.254-Pb6	0.2082	48	< 48	<0.0048
23073904	40573.254-Pb7	0.2057	49	< 49	<0.0049
23073905	40573.254-Pb8	0.1986	50	< 50	<0.0050
23073906	40573.254-Pb9	0.1966	51	< 51	<0.0051
23073907	40573.254-Pb10	0.1928	52	< 52	<0.0052


Sampled by: Client

Analyzed by: Yasuyuki Hida

Reviewed by: Shalini Patel

Date Analyzed: 08/04/2023

Date Issued: 08/04/2023


Shalini Patel, Manager Metals Lab

mg/ Kg =Milligrams per kilogram

Percent = Milligrams per kilogram / 10000

Note : Method QC results are acceptable unless stated otherwise.

Unless otherwise indicated, the condition of all samples was acceptable at time of receipt.

RL = Reporting Limit

'<' = Below the reporting Limit

Bench Run No: 2023-0804-03

FAA-02

LEAD LABORATORY SERVICES



Company PBS Environmental - Seattle
Address 214 E Galer St. Suite. 300
 Seattle, WA 98102
Project Manager Ms. Janet Murphy
Phone (206) 233-9639
Cell (206) 409-9904
NVL Batch Number 2312248.00
TAT 1 Day **AH** No
Rush TAT
Due Date 8/4/2023 **Time** 1:45 PM
Email janet.murphy@pbsusa.com
Fax (866) 727-0140

Project Name/Number: 40573.254 **Project Location:** Nike Manor Unit 27

Subcategory Flame AA (FAA)
Item Code FAA-02 EPA 7000B Lead by FAA <paint>

Total Number of Samples 10 **Rush Samples**

	Lab ID	Sample ID	Description	A/R
1	23073898	40573.254-Pb1		A
2	23073899	40573.254-Pb2		A
3	23073900	40573.254-Pb3		A
4	23073901	40573.254-Pb4		A
5	23073902	40573.254-Pb5		A
6	23073903	40573.254-Pb6		A
7	23073904	40573.254-Pb7		A
8	23073905	40573.254-Pb8		A
9	23073906	40573.254-Pb9		A
10	23073907	40573.254-Pb10		A

	Print Name	Signature	Company	Date	Time
Sampled by	Client				
Relinquished by	Client				

Office Use Only	Print Name	Signature	Company	Date	Time
Received by	Fatima Khan		NVL	8/3/23	1345
Analyzed by	Yasuyuki Hida		NVL	8/4/23	
Results Called by					
<input type="checkbox"/> Faxed <input type="checkbox"/> Emailed					

Special Instructions:

Date: 8/3/2023
 Time: 1:59 PM
 Entered By: Kelly AuVu



Project: Nike Manor Unit 27

Project #: 40573.254

Analysis requested: Lead AAS

Date: 8/3/23

Relinq'd by/Signature: Janet Murphy

Date/Time: 8/3/23

Received by/Signature: [Signature]

Date/Time: 8/3/23 1:45pm

Email ALL INVOICES to: seattleap@pbsusa.com

E-mail results to:

- Willem Mager
- Gregg Middaugh
- Mark Hiley
- Tim Ogden
- Ryan Hunter
- Prudy Stoudt-McRae

- Janet Murphy
- Kaitlin Soukup
- Allison Welch
- Toan Nguyen
- Peter Stensland
- Claire Tsai

- Holly Tuttle
- Mike Smith
- Ferman Fletcher
- Cameron Budnick
- Kameron DeMonnin
- _____

TURN AROUND TIME:

- 1 Hour
- 2 Hours
- 4 Hours

- 24 Hours
- 48 Hours

- 3-5 Days
- Other _____

SAMPLE DATA FORM

Sample #	Material	Location	Lab
Pb1	white / GwB / Ceiling	kitchen	
Pb2	Tan / GwB / Wall	Bathroom	
Pb3	Brown / Metal / Frame	Front Door	
Pb4	Gray / Wood / Siding	Under Ext Vinyl Siding	
Pb5	white / Metal / Rail	Front Entry	
Pb6	white / Wood / Soffit	Garage	
Pb7	white / GwB / wall	Living Room	
Pb8	white / Wood / Shelving	At Front Door	
Pb9	white / Wood / Sil	Bedroom 1 Sil	
Pb10	Brown / Wood / Door	Closet Door	

TAB 2
Certifications

STATE OF WASHINGTON

Department of Commerce

Lead-Based Paint Abatement Program

Janet J Murphy

*Has fulfilled the certification requirements of
WAC 365-230
and has been certified to conduct lead-based
paint activities as a
Risk Assessor*

Certification #

0258

Issuance Date

12/22/2021

Expiration Date

03/08/2025

STATE OF WASHINGTON

Department of Commerce

Lead-Based Paint Abatement Firm

PBS Engineering & Environmental Inc.

*Has fulfilled the certification requirements of
WAC 365-230
and has been certified to conduct lead-based
paint activities.*

Certification #

178

Issuance Date

09/12/2022

Expiration Date

09/03/2025