CONSTRUCTION CONTRACT DOCUMENTS FOR:

VERDANT HEALTH COMMISSION COMMUNITY BUILDING DEMOLITION PHASE 1

21558 Highway 99 Edmonds, Washington 98026

Bid Documents

SECTION 00 01 10 TABLE OF CONTENTS

PROJECT DOCUMENTS

DIVISION 00: TABLE OF CONTENTS, PROCUREMENT AND CONTRACTING

DIVISION 01: GENERAL REQUIREMENTS

CONTRACT SPECIFICATION

DIVISION 00 - TABLE OF CONTENTS, PROCUREMENT AND CONTRACTING

00 01 01	PROJECT TITLE PAGE
00 11 16	INVITATION TO BID
00 21 13	INSTRUCTIONS TO BIDDERS
00 31 26	EXISTING HAZARDOUS MATERIAL INFORMATION
00 31 28	EXISTING BUILDING INFORMATION
00 31 43	PERMIT APPLICATION
00 41 13	BID FORM
00 43 13	BID SECURITY FORM
00 45 13	BIDDERS QUALIFICATIONS
00 72 00	GENERAL CONDITIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 10 11	CONTRACT TIME & SEQUENCE
01 11 10	SUMMARY OF WORK
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 26 13	REQUEST FOR INFORMATION
01 29 00	PAYMENT PROCEDURES
01 30 00	ADMINISTRATIVE REQUIREMENTS
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 41 00	REGULATORY REQUIREMENTS
01 42 00	REFERENCES
01 45 23	TESTING AND INSPECTING SERVICES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

SECTION 00 01 01

PROJECT TITLE PAGE

PART 1 - GENERAL

1.01 PROJECT TITLE:

Verdant Health Commission Community Building - Demolition Phase 1

1.02 PROJECT ADDRESS

21558 Highway 99 Edmonds, WA 98026

Owner's Project Number: VCB 2025.03

1.03 OWNER

Public Hospital District No. 2, Snohomish County, Washington, DBA Verdant Health Commission 4710 196th St SW Lynnwood, WA 98036

Contact: Lisa Edwards, EdD. Superintendent (lisa.edwards@verdanthealth.org) 425-582-8577

Owner's Project Manager Contact: Ania McCleary (ania@madison-west.com) 425-894-2238

1.05 OWNER'S PROPERTY MANAGER

JSH Properties Inc. 8383 158th Avenue NE, Ste 200 Redmond, WA 98052

Contact: Jim Forenza (jimf@jshproperties.com) 425-679-0525

1.06 ARCHITECT

KMD Architects 1325 Fourth Ave Suite 1702 Seattle, WA 98101

Contact: Jason McCleary, AIA (jmccleary@kmd-arch.com) 206-280-1494

1.07 CIVIL ENGINEER

AHBL 2215 N 30th Street, Suite 300 Tacoma, WA 98403

Contact: Tom Dargan (tdargan@AHBL.com) 253-284-0277

END OF SECTION

INVITATION TO BID

SECTION 00 11 16

INVITATION TO BID

PART 1 – LEGAL NOTICE – INVITATION TO BID

1.1 PUBLIC HOSPITAL DISTRICT #2, SNOHOMISH COUNTY DBA VERDANT HEALTH COMMISSION, "THE DISTRICT"

Verdant Health Commission Community Building – Demolition Phase 1 21558 Highway 99, Edmonds, WA 98026

1.2 VERDANT HEALTH COMMISSION SCOPE OF WORK

This work shall consist of the demolition of the existing Building as shown on construction documents called: Verdant Health Commission Community Building Demolition Phase 1. Demolition Permit Set dated 05/20/2025

Extent of demolition to include the following:

- a) Building, foundations, and slab on grade to be removed completely
- b) Any voids in grade left after demolition to be infilled with compacted gravel, level gravel with adjacent asphalt, slope to drain as required.
- c) Asphalt on the site to remain Verdant intends to leave the asphalt with existing parking in place to use as overflow parking after the building is demolished
- d) Utilities to be capped at the building perimeter and/or property line making it easier to address the contaminated soil removal later.
- e) Utility lines under existing asphalt to remain
- f) Storm drainage system under existing asphalt to remain
- g) Contaminated soil must remain in place during Phase 1. Refer to attached reports. Remediation of the contaminated soil is not in the scope of this project and will be part future work in Phase 2.
 - If contaminated soil is disturbed and suspected/identified, the contractor shall follow Ecology's guidance for petroleum contaminated sites: https://apps.ecology.wa.gov/publications/documents/1009057.pdf
 - The Contractor shall have staff with HAZWOPER training available if contaminated soils are observed.
- h) There are decommissioned below grade fuel tanks on the site. The tanks remain during Phase 1 and will be part of future work in Phase 2.
- i) Install solar powered parking lights per construction documents
- j) Demolition Permit is issued and ready for pick up at the City of Edmonds Building Department. The cost of permit issuance must be included in the bid.
- k) SEPA review is not part of Verdant Health Commission Community Building Demolition Phase 1 - 21558 Highway 99, Edmonds, WA 98026. SEPA Review will happen during future Phase

items will be required in the Schedule of Values.

For award purposes the project will be awarded to the Lowest Responsible and Responsive Bidder. Line

Sealed Bids will be received at the Verdant Health Commission Business office 4710 196th St SW Lynnwood, WA 98036, on or **before Monday August 25th, 2025, at 3:00 PM PST**. A bid receipt will be provided.

At 4:00 PM the sealed bids and qualifications will be taken to a conference room indicated on the Bid Box, opened and read aloud. Each bid shall be accompanied by bid proposal security in the form of a certified check, cashier's check, postal money order, or surety bond made payable to the order of Verdant Health Commission for a sum of not less than five percent (5%) of the total amount bid. No bid shall be considered unless accompanied by such bid proposal security. The bid is for performing all Work including furnishing and installing equipment in accordance with the bid documents, plans and specifications. This is a public works project and therefore must comply with prevailing wage requirements under RCW 39.12

The work includes but is not limited to: Verdant Health Commission Community Building Demolition – Phase 1 - 21558 Highway 99 Edmonds, WA 98026. See **Verdant Health Commission Community Building Demolition Phase 1. Demolition Permit Set dated 05/20/2025 and specifications** for full scope of work.

1.3 PROJECT NOTES:

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Verdant Health Commission". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

Bids shall be publicly opened and read and the Owner shall proceed to canvass the bids and may award a contract to the lowest responsive and responsible bidder on plans and specifications on file. Bid opening can be accessed via ZOOM: https://us02web.zoom.us/j/2494222874?omn=87400984891 or in person at Verdant Health Commission.

If you are not familiar with ZOOM, please access the system early to ensure there is time to resolve any potential technical difficulties. The Owner reserves the right to waive all informalities, or to reject any or all bids. No bidders may withdraw their bids after the hour set for the receipt thereof, unless the award of the contract is delayed for a period of sixty (60) calendar days from the date and time for receipt of the bids.

Mandatory pre-bid walk through for the General Contractors will be held **on Thursday July 24th 2025 at 1:00pm PST**, at the Building located at 21558 Highway 99 Edmonds WA 98026. Street parking is available.

Construction Project Manager contact: Ania McCleary, Phone No (425) 894-2238, ania@madison-west.com

On site building contact, Jim Forenza, JSH Properties Inc. Phone No (425) 679-0525, jimf@jshproperties.com

INVITATION TO BID

Landlord contact, Lisa Edwards-Superintendent, Phone No (425) 582-8577, lisa.edwards@verdanthealth.org

Riene Simpson, Director of Finance, Phone No (425) 582-8543, riene.simpson@verdanthealth.org

The successful bidder must be able to enter into a contract in accordance with the bid and furnish proof of insurance and a performance and payment bond in an amount to be fixed by the Owner within thirty (30) calendar days from the date of the Notice of Intent to Award letter to the successful bidder. Otherwise, the bid proposal security shall be forfeited to the Owner.

END OF SECTION

WORK INVITATION TO BID

BID number: CB2025-03

Verdant Health Commission Business Office

Attention: Purchasing 4710 196th St SW Lynnwood, WA 98036

BID Title:

<u>Verdant Health Commission Community Building - Demolition Phase 1</u> 21558 Highway 99 Edmonds, WA 98026

Advertised Date: Friday July 11, 2025

Pre-Bid Site Walk: Thursday July 24, 2025, 1:00pm PST

Final Questions Due: Thursday July 31, 2025, 5:00pm PST

Must be received, date and time stamped at the District Business Office no later than:

Bid Due Date: Monday, August 25, 2025, 3:00pm PST at the District Business Office listed below:

A bid receipt will be provided by District Staff

Sealed Bids are hereby solicited and will only be received by:

Verdant Health Commission Business Office Attention: Purchasing 4710 196th St SW Lynnwood, WA 98036

Office Hours: 8:00am - 4:00pm

Monday – Friday

Phone: (425) 582-8600

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received at Public Hospital District NO. 2, Snohomish County, Washington dba Verdant Health Commission (the "District"), at Verdant Health Commission Office 4710 196th St SW Lynnwood, WA 98036.

<u>Verdant Health Commission Community Building – Demolition Phase 1</u> 21558 Highway 99 Edmonds, WA 98026

No oral interpretations of the Bid will be made to any Bidder. All questions must be submitted in writing by Email to Ania McCleary ania@madison-west.com. All answers and clarifications will be sent to all plan holders via addendum. Please refer to the bid document for the question phase due date.

Mandatory pre-bid walk through for the General Contractors will be held on **Thursday**, **July 24**, **2025 at 1:00pm PST**, Building at 21558 Highway 99 Edmonds WA 98026. Parking is available across the street at 21600 Highway 99 Edmonds WA 98026

Bid submittals must be received at the Director of Finance, Verdant Health Commission Office 4710 196th Street SW Lynnwood, WA 98036 as set forth below not later **than Monday, August 25, 2025, 3:00pm PST**. Late submittals will not be accepted. Envelopes containing submittals shall be sealed and marked with the name of the individual/firm, the submittal deadline, and

"Verdant Health Commission Community Building Demolition – Phase 1. 21558 Highway 99 Edmonds, WA 98026" by mail or commercial carrier only (Fed Ex, UPS, USPS)

Verdant Health Commission Office 4710 196th St SW Lynnwood, WA 98036.

Verdant Health Commission assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Verdant Health Commission sponsored program or activity. Verdant Health Commission further assures every effort will be made to ensure nondiscrimination in all its programs and activities, whether those programs and activities are federally funded or not.

PLANS, SPECIFICATIONS, ADDENDA, BIDDERS LIST, AND PLAN HOLDERS LIST for this project are available through the *Verdant Health Projects Online* virtual plan room at Builders Exchange of Washington (BWXA). Free of charge access is provided to Bidders, Subcontractors, and Vendors by going to: www.bxwa.com and clicking on: www.bxwa.com and www.bxwa.com and <a href="www.

This is the official/primary means established by Verdant Health Commission for the issuance and distribution of its project bid documents. The online virtual plan room provides Bidders with fully usable online documents with the ability to view, download, print to your own printer, and to order and purchase full/partial plan sets from numerous reprographic sources.

Bidders are encouraged to "Register" online at the Verdant Health Commission *Projects Online* virtual plan room at the BXWA website to receive automatic E-mail notification of addenda and to be placed on the "Bidders (Plan Holders) List". Bidders shall obtain any and all addenda issued by Verdant Health Commission for these projects from the *Verdant Health Commission Projects Online* virtual plan room at the BXWA website. Bidders are ultimately responsible to investigate and acknowledge all issued project addenda. Contact Builders Exchange of Washington at 425-258-1303 should you require any assistance in viewing, obtaining, or purchasing the project bid documents or any addenda. Bidders may also contact the Project Manager Ania McCleary at ania@madison-west.com, with any questions or request for assistance.

All bids must be submitted in writing with ink on forms downloaded from Builders Exchange of Washington.

A five percent (5%) Bid Deposit is required with sealed bid. The Bid Deposit shall be a certified check, postal money order, cash, cashier's check, or bid bond issued by a surety who meets the requirements of Chapter 48.28 RCW on the form provided or equivalent. Deposit of unsuccessful bidders will be returned after award. Successful bidder's deposit will be returned upon receipt and acceptance of Contract Documents.

A one hundred percent (100%) contractor's Performance Bond is required. The bond must be delivered to the Director of Finance, Verdant Health Commission Office 4710 196th St SW Lynnwood, WA 98036 within ten (10) working days after notification of the award. Approval of the bond by County officials is required before award is final.

A Public Works Contract is required. **Project is a subject to prevailing wage under RCW 39.12.** The Contract must be executed and returned to the Director of Finance, Verdant Health Commission Office at 4710 196th St SW Lynnwood, WA 98036.within ten (10) working days after notification of award. Approval of the contract by Verdant Health Commission officials is required before the award is final.

Appropriate insurance coverage is required and must be delivered to Verdant Health Commission Finance Director within ten (10) working days after Notice of Intent to Avard, **4:00PM PST on September 10, 2025.** The bid award is not considered final until acceptable proof of insurance is received and approved by Verdant Health Commission.

Protests: In order to be considered, a Protest shall be in writing, addressed to the Director of Finance, Verdant Health Commission Office, and include

- 1. The name, address and phone number of the Bidder protesting, or the authorized representative of the Bidder.
- 2. The Invitation to Bid (ITB) Number and Title under which the Protest is submitted.
- 3. A detailed description of the specific grounds for protest and any supporting documentation; and
- 4. The specific ruling or relief requested. Process/Award Protests:

Protests following the opening and posting of the Bid Responses may be submitted by any Bidder and must be in writing and received by Verdant Health Commission within two (2) business days of Bid opening and posting. In no event shall a Protest be considered if all submittals are rejected or after award of the Bid. Upon receipt of a timely written Protest, the Finance Director shall investigate the Protest and shall respond in writing to the Protestor prior to the award of Contract. Verdant Health Commission shall not execute a Contract without first providing two (2) business days' notice of its intent to execute a Contract. If the Finance Director is unable to respond to the Protestor prior to the proposed award date, the award date shall be postponed until a Protest response has been completed. Bidders may contact the Purchasing Division to schedule a post-award review if they would like to discuss the process without submitting a Protest.

Governing Law and Venue: Any award or agreement resulting from this solicitation shall be governed by the laws of Washington State. The venue for any legal proceeding regarding a subsequent award or agreement shall be Snohomish County, Washington.

Public Records Act: Submittals received by Snohomish County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The bidder should clearly identify in its submittal any specific information that it claims to be confidential or proprietary. If Snohomish County receives a Public Records Act request to view the information so marked in the bidder's submittal following a bid award, its sole obligations shall be to notify the bidder (1) of the request and (2) of the date that such information will be released to the requester unless the bidder obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the bidder fails to timely obtain a court order enjoining disclosure, Snohomish County will release the requested information on the date specified.

Verdant Health Commission reserves the right to reject any or all bids, and to waive irregularities or informalities in the bid or in the opening. No bidder may withdraw the bid after the hour set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

Dated this 11th day of July, 2025

Live Edwards

Lisa Edwards Superintendent

Verdant Health Commission Business Office 4710 196th St SW, Lynnwood, WA 98036

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

Invitation to Bid

Public Hospital District No. 2, Snohomish County, dba Verdant Health Commission

4710 196th Street SW, Lynnwood, WA 98036

Project Name:

<u>Verdant Health Commission Community Building - Demolition Phase 1</u>

21558 Highway 99, Edmonds, WA 98026

Posting Date Friday, July 11, 2025

Bid Due Date Monday, August 25, 2025 3:00 PST

Notice to Bidders: Sealed Bids will be received at Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission (the "District"), at **4710 196th Street SW, Lynnwood, WA 98036** and will be processed under a formal bid opening process. Facsimile and email bids will not be accepted.

Mandatory Pre-Bid Site Visit Date: Thursday, July 24th, 2025 1:00 PM PST

Bid Due Date: Monday, August 25, 2025 3:00 PM PST

Bid Opening Date: Monday, August 25, 4:00 PM PST at District Offices

Notice of Intent to Award: Friday, August 29, 2025

SECTION 1: Introduction and Background

The District is seeking a qualified contractor to facilitate the demolition of Verdant Health Commission Communiy Building located at 21558 Highway 99 Edmonds, WA 98026.

Project Description:

Extent of demolition to include the building, slab on grade, foundation and most utilities. Refer to Section 4 for Scope of Work.

- a) Demolition Permit is issued and ready for pick up at the City of Edmonds Building Department. The cost of permit issuance must be included in the bid.
- b) SEPA review is not part of Phase 1. SEPA review will happen during future Phase 2.

Project Naming Convention:

Public Hospital District No. 2, Snohomish County, Washington, doing business as Verdant Health Commission ("Verdant") is issuing this notice to bidders regarding the project naming convention for the Verdant Community Building at 21558 Highway 99, Edmonds, Washington.

Some of the documents and communications related to this property refer to the Verdant Community Building as the "Value Village" building. This property and Verdant have no current affiliation with Savers Inc., or Value Village at this time. The property has been owned by Verdant since 1995. The property was formerly leased by Verdant to Savers Inc-dba Value Village under a long-term lease agreement. Over time building became known internally as "Value Village". The tenant vacated at the end of 2020.

Verdant has removed all references to "Value Village" internally, with vendors, agencies and all documentation related to this Invitation to Bid.

The associated documentation and records list includes, but it is not limited to:

- 1. Verdant Health Commission Community Building Demolition, Phase 1. Demolition Permit Set May 20, 2025
- 2. Analysis of Brownfield Cleanup Alternatives 21558 Highway 99, Edmonds, WA June 8, 2023
- 3. Secondary Supplemental Investigation Report 21558 Highway 99. Edmonds, WA May 30, 2023
- 4. Limited Hazardous Material SurveyVerdant Health Commission Community Building May 29, 2025
- 5. Hazardous Building Materials Survey Report 21558 Highway 99, Edmonds, WA August 30, 2022
- 6. Limited other Verdant vendor and internal documentation

<u>Submission of Proposal:</u> Bids must be sealed and delivered to the District, at the District Office address listed above by USPS, UPS, Fed-Ex, Courier or Hand delivery by 3:00pm PST. Electronic or facsimile bids will not be accepted. This bid will require a 5% bid guarantee, performance, and payment bonds. A public bid opening will take place. Refer to Section 2 for timelines and schedule. Public bid opening will take place in person at Verdant Community Wellness Center 4710 196th St SW, Lynnwood, WA 98036 - Birch Room, Second Floor on August 25, 2025, at 4:00pm PST. And via a ZOOM Meeting: https://us02web.zoom.us/j/2494222874?omn=87400984891

Vendors should contact: Jim Forenza Project Manager-JSH Property Management at 425-679-0525 or jimf@jshproperties.com to confirm a site visit or to discuss any of the technical specifications listed in the Scope of Work.

<u>Prevailing Wages:</u> This project is a Public Work as defined in RCW 39.04.010. The vendor shall comply with all provisions of RCW 39.12. The link to applicable prevailing wage schedule for journey level is https://secure.lni.wa.gov/wagelookup/. The vendor is responsible for filing the appropriate documents with the Department of Labor and Industries. The vendor's cost of filing Prevailing Wage forms with the State Department of Labor and Industries are not reimbursable by the District.

<u>Insurance:</u> The successful bidder shall provide evidence of insurance as described herein. This includes Workers' Compensation, Liability, and Property Damage Insurance. The District and JSH Property Management, a Washington Corporation shall be named as an additional insured on each policy.

<u>Bid Security:</u> A certified check, money order or cashier's check, or bid bond is required with each bid in an amount equal to 5% of the bid amount. No bid shall be considered unless accompanied by such bid security. Bid securities of unsuccessful bidders will be returned after the contract is awarded.

Bidder Responsibility Criteria: It is the intent of the District to award a contract to the lowest responsible bidder. Before the award, the bidder must meet the bidder responsibility criteria specified in Sections 3 and 6 to be considered further. The bidder must include with their submission documentation demonstrating compliance with the bidder responsibility criteria specified in Sections 3 and 6.

Non-Collusion: Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the District.

SECTION 2: Timelines and Schedules

Schedules: The services proposed in this ITB must be completed in a timely and coordinated fashion given this is a critical mechanical system for a medical clinic facility. Every effort should be made by vendor to provide a realistic timeline for the project given supply chain and manufacturing lead times. Vendor work shall be performed at agreed dates and times as coordinated with the District and District's Project Manager, unless the District authorizes an exception. Firm start and end dates of the project can be finalized with the selected contractor when equipment delivery schedule is known.

Verdant Health Commission Community Building - Demolition Phase 1

	Pre-Award	
Date	Description	
Friday, July 11, 2025	Publish bid package District's website and Builder's Exchange.	
Thursday, July 24, 2025 at 1:00 PM PST	Site Visit	
Thursday, July 31, 2025 at 5:00 PM PST	Final question submitted to Design Team	
Wednesday, August 13, 2025 at 5:00 PM PST	Final Addendum issued	
Monday, August 25, 2025 at 3:00 PM PST	Bid Due Date- Submit your sealed bid using the contact information listed in Section 3, Communication Restrictions: USPS, UPS, Fed Ex, courier, or hand- delivered. Email or faxed bids will not be accepted. Respondents assume the risk of the method of dispatch chosen. The District assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of bids.	
Monday, August 25, 2025 at 4:00 PM PST	Bid Opening- District personnel will open and review bids for bidder responsiveness, responsibility, completeness and pricing.	
August 25 - 29, 2025	Reviews, scoring and internal approval process.	
August 29, 2025	Notification Date-District will announce apparent low bidder by close of business on date shown through Notification of Intent to Award. Bid selection results will be faxed or emailed to each bidder.	

Post Award:

Awarded vendor must return signed contracts, insurance and other required documents within ten (10) business days after receipt of award materials from the District. Failure to return these. documents may result in rejection of award, and the District could proceed to the next low bidder for award.

Bid Guarantees will be refunded to non-winning bidders when the District determines the responsible low bidder.

The project must be started and completed within a mutually agreed upon timeline following issuance of Notice to Proceed and materials availability is determined.

SECTION 3: Instructions to Bidders

RESPONSE INSTRUCTION AND SUBMITTAL DEADLINES: Bids may be submitted by using one of the methods listed below under Communication Restrictions.

Submit your bid by the time and date shown in Section 2. It is the bidder's responsibility to ensure that bids are received by the deadline. Bids received after the deadline will not be considered. Vendors may confirm bids were received by contacting the District office.

Documents that are not legible and/or incomplete will not be scored.

Vendors should allow normal mail delivery time to ensure timely receipt by the District.

<u>Vendors assume the risk for the method of delivery chosen</u>. The District assumes no responsibility for delays caused by delivery.

COMMUNICATION RESTRICTIONS: Bid submissions must be directed to the District at the physical address listed and only by USPS, UPS, Fed-Ex, Courier or in person delivery.

Bid Submission-Sealed Bids Only-Deliver to:

Name: Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission

District Contact: Attention: Director of Finance

Mailing Address: 4710 196th Street SW, Lynnwood, WA 98036 Physical Address: 4710 196th Street SW, Lynnwood, WA 98036

Phone:425-582-8543

Technical Communications and questions regarding scope of work and site visits must be directed to the District's Project Manager specified below:

Project Technical Specifications and Site Visits:

Name: Jim Forenza-Project Manager JSH Property Management

Phone: 425-679-0525

Email: jimf@jshproperties.com

Unless authorized, no other District official or employee can speak for the District regarding this bid. The District is not bound by information, clarification, or interpretations from other District officials or employees. Submitters should not contact the District officials or employees, other than the Property Manager. Failure to observe this requirement may be grounds for rejection of the vendor's bid.

INTERPRETATION OF BID AND PURCHASE DOCUMENTS: The District will not provide binding oral interpretations to bidders as to the meaning of bid or contract documents; oral communication is not binding upon the District. Requests for interpretation shall be made to the Property Manager until the time and date shown on Section 2. The District will provide an addendum for any substantive interpretation or change, which will be sent promptly to parties who received the bid. All addenda shall become part of the bid package.

ADDENDA: If the District issues addenda to these instructions, bidders must acknowledge receipt of the addenda on the bid form. It is the bidder's responsibility to ensure that they have received all addenda. If receipt of addenda (if any) is not indicated on the bid form, the District reserves the right to reject the bid.

ALL OR NONE BIDS: "All or none" bids are required. No exceptions or alteration of the bid documents will be accepted. Any acceptable alternates shall be specified and requested by the District.

BID COVER SHEET: All quotations shall be submitted with a completed bid cover sheet and required items referenced under Section 5.

BID PRICE: The bid shall include everything necessary for the execution and completion of the contract including, but not limited to, furnishing all material, labor, equipment and subcontractors, and other facilities and

all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. The District will not be liable for any errors in any vendor's bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The District reserves the right to make corrections or amendments due to errors identified in bids by the District or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Property Manager will review the work sheets and if convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the bidder may be relieved of its bid.

After opening and reading bids, the District will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the District. The tax rate applicable within the boundaries of the District shall prevail over any calculated tax provided on the bid form. If tax is calculated improperly, the District shall recalculate accordingly.

EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS: Bid submission constitutes acknowledgement upon which the District may rely, that bidder thoroughly examined and is familiar with the bid, specifications and contract documents, familiar with all worksites, reviewed and inspected all applicable statutes, regulations, and resolutions dealing with or related to the work and services to be provided, and received and considered all addenda. Failure or neglect of bidder to do so shall in no way relieve the bidder from any obligations with respect to the bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, or resolutions. A signed contract furnished to the successful vendor results in a binding contract without further action by either party.

NEW OR USED: All equipment provided shall be of new manufacture, unless otherwise specifically stated or called for in the bid documents.

SIGNATURES: Bids shall be signed by one of the legally authorized officers of said bidder. If awarded the contract, the contract shall also be so executed. If a bid or contract is signed by an agent, the agent shall provide satisfactory evidence of authority to sign as legal representative of bidder, upon request of the District. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.

INCURRED COSTS: The District is not liable in any way for any costs incurred by respondents in replying to this request.

WITHDRAWAL OF BID: Vendors may withdraw a bid that has been submitted at any time upto the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the Property Manager.

ALTERATION OF BID: A bid already submitted to the District may be changed in writing, if the notice of change is received before the bid submittal deadline. Such changes need to be signed by an individual authorized to submit bids on behalf of the bidder.

ERRORS AND OMISSIONS: The District will not consider a claim of an error in a bid unless the claim is presented in writing within twenty-four (24) hours after the bids are opened. Additionally, bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than forty-eight (48) hours after the bids are opened.

BID OPENING: Bids will be publicly opened and reviewed on Monday, August 25th, 2025 at 4:00pm PST. at Verdant Community Wellness Center 4710 196th St SW, Lynnwood, WA 98036 - Birch Room, Second Floor, and via a ZOOM Meeting: https://us02web.zoom.us/j/2494222874?omn=87400984891
Notice of Intent to Award and non-winning bid notifications will be communicated on August 29th, 2025 after completion of internal scoring and approval process.

EXPIRATION: Submittal of a bid certifies that bid remains valid until the District completes award and enters a contract with a winning vendor, which normally occurs within forty-five (45) calendar days after bid opening. All bids will become void if the District decides to reject all bids.

RIGHT TO REJECT BIDS: The District will have the right to reject any and all bids including a bid received after the deadline for bids due or bids that are not accompanied by the required Bid Security or a bid in any way incomplete or non-responsive to the bid package.

NON-RESPONSIVE BID: Any bid that does not comply with these instructions, is not signed, supplements or deviates from the specifications herein, or is incomplete, may be declared non-responsive by the Property Manager and not further considered.

RESPONSIBLE BIDDERS: The District shall consider only responsible vendors. Responsible bidder criteria is listed in Section 6. The District may reject bids from vendors that do not meet this criteria. Responsible bidders are those that have, in the sole judgment of the District, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform contract work. Responsible vendors bidding on the VERDANT HEALTH COMMISSION COMMUNITY BUILDING DEMOLITION PHASE 1 - 21558 Highway 99, Edmonds, WA 98026 must have prior experience working on demolition and remediation. The District will also request and consider references and quality to determine responsibility. Vendors are ineligible to submit a bid if any owner has been convicted within the past ten (10) years of a crime that impugns honesty or integrity, or if the vendor has unsatisfied tax or judgment liens. Vendors shall have the required insurance at time of award, a valid and current Washington State vendor's license, City business license appropriate to the work at time of bid, and satisfactory business experience. Other factors, including but not limited to, delivery, materials, quality, and equipment may also be considered by the District to determine responsibility. The District reserves the right to use any information, whether supplied through the bid or otherwise obtained, in determining responsibility.

BID AWARD and COMMUNICATION: If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by the District to be responsive. In summary and as applicable to the District, Notice of Award shall be deemed to have been given when the District authorizes award as noted under Section 2. If no such authorization is required, Notice of Award shall be when the purchase order and/or contract, addressed to the successful bidder at the address shown in the bid unless otherwise noted. Bid guarantees will be returned to all bidders not awarded.

PUBLIC INFORMATION: All bids are public information once bids are tabulated and available for public information.

CONTRACT RETURN: The successful bidder will receive an award package from the District that includes the contract, request for insurance and bond documents. The successful bidder must immediately sign and return all requested documents to the District. These must be received within the timeframe shown on the timeline in Section 2. Each bidder should perform any reviews and consideration of the contract prior to submittal, so that signature of contract can occur immediately following award. Each bidder should make preparations to immediately notify their insurance broker for the required insurance documents. If materials are not returned within the timeframe as shown on the timeline in Section 2, the District retains the right to cancel the award and award to the next lowest responsive and responsible bidder.

FAILURE TO EXECUTE CONTRACT: Should the awarded vendor fail to execute a contract within the terms and conditions herein, the bidder will forfeit their bid guarantee.

NON-COLLUSION: Submittal and signature of a bid swears that the bid is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham offer, or to refrain fromproposing.

BUSINESS LICENSE: Vendors awarded a District contract are responsible for compliance with Washington State laws regarding possession of City business licenses. The cost of obtaining the business license is at the expense of the vendor and shall not be reimbursed by the District.

PROTESTS: The District shall respond to all formal, written protests made against the District for bid and contract awards.

Any actual or prospective bidder, including subcontractors and suppliers showing a substantial economic interest in the contract, who is aggrieved in connection with the District solicitation or award of a contract may protest to the District in accordance with procedures herein.

PROCEDURE: The protesting party must submit a formal written statement to the Project Manager signed by the protesting party and submitted in a timely manner. The written protest statement must state the (1) name, address and phone number of the aggrieved person; (2) the bid title for which the protest is submitted; (3) the grounds for protest with specific and complete statement of the action(s) being protested; (4) a specific relief or ruling requested.

In no event shall a protest be considered if all bids are rejected, or after the contract in dispute has been executed by the District.

In no case shall a bidder or protestor contact the elected District Commissioners regarding the protest or a possible protest action, or the protest will be considered void. This criterion is to ensure the ability of the District to respond appropriately and independently to the protest action without undue influence to the protest review.

PRIOR TO BID OPENING OR DUE DATE: Parties with a potential economic interest in the outcome of a bid may submit a formal written protest to any condition known or that should reasonably have been known prior to bid opening. This includes conditions and information stated or provided in the solicitation documents, conditions occurring as a result of distribution of the solicitation documents, conditions occurring during the solicitation process, conditions occurring during any pre-bid meetings or conferences, and related matters prior to bid opening. The District must receive such written protest at least five (5) full business days prior to the bid submittal deadline. After that time, interested parties shall be considered to have waived their right to protest such issues.

AWARD: District may award and sign a contract at any time according to normal District procedures. Once the District has signed a contract, the District shall reject and no longer accept a protest related to that bid and contract award.

AFTER BID OPENING AND PRIOR TO AWARD: Within two (2) full business days (the equivalent of sixteen [16] business hours: August 27, 2025 at 4:00pm PST) after the advertised date and time of bid opening as amended (Saturday, Sunday and legal District holidays excluded), any party planning to protest must file written notice of such intention with the Property Manager. If no notice is received by the Property Manager within the two (2) business days, all eligible protesters will be considered to have waived their right to protest. Notice of intention must stipulate

- (1) name, and address and phone number of the aggrieved person;
- (2) the bid title for which the protest is submitted;
- (3) the intended grounds for protest.

The complete protest, prepared in accordance with the criteria set forth in this procedure, must be received by the party to whom the original Notice of Protest was submitted within two (2) business days after the date and time

of receipt of the Notice of Protest.

After the two (2) business days have passed from bid opening date/time, the District will proceed as follows.

If a notice of intent to protest was filed with the District during the two (2) days following bid opening, the District may, in the District's determination:

- Suspend the award decision to allow consideration of the protest before award is made; or
- Declare intent to award and wait a minimum of sixteen (16) business hours (two[2] business days as defined above) before entering into a contract. Written notice of intent to execute a contract shall be met by either one of the following methods:
 - Public posting by the District with a named intent to award indicated on the posted tabulation, made public or accessible to the public by telephone and/or posting on the District internet location designated for bid results; or
 - A District memorandum request to authorize award to the apparent successful bidder. The first memorandum request that is submitted to Commission for consideration shall be considered notice of intention to award.

After bid opening, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. Such issues that were known or should reasonably have been known must have been protested prior to bid opening and are no longer eligible as an issue of protest. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score or bid price upon which award decisions are based;
- Non-compliance with procedures described in the solicitation for the opening and award itself.

DISTRICT RESPONSE TO A WRITTEN PROTEST: The District will receive the protest. Available facts will be considered, and a decision will be issued by the District. The protesting party shall be notified of the decision.

The District may give notice of the protest and its basis to other persons, including bidders, involved in or affected by the protest; such other persons may be given an opportunity to submit their views and relevant information.

The District will issue a written decision, stating the reasons for the decision and informing the aggrieved person of his/her right to appeal to the District Superintendent and/or as named in the bid documents. The decision shall be mailed, electronically transmitted or otherwise promptly furnished to the aggrieved person and other interested parties. The decision will be considered final and conclusive unless appealed within two (2) business days (sixteen [16] business hours) of the written decision.

APPEAL: Any appeal must be made within two (2) business days of the determination being delivered by the District to the aggrieved party. An appeal must be in writing and submitted to the Property Manager for delivery to the Superintendent. The written statement of appeal must provide a substantial basis for an appeal, based on the information submitted as part of the original protest. New information or basis of protest will not be considered during the appeal process. This shall be the final appeal provided to the protestor. The appeal shall be considered by the Superintendent for the bid jurisdiction, who shall consider all facts and issues, and shall issue a final decision on behalf of the District.

If the aggrieved party appeals the decision, then the subsequent determination shall be final and conclusive.

DETERMINATION: The determination by the District shall either:

- Find the protest lacking in merit and uphold the District's action; or
- Find only technical or harmless errors in the District acquisition process and determine the District to be in substantial compliance and therefore reject the protest; or

- Find merit in the protest and pursue correction including correcting the errors and reevaluating the bids, and/or reissuing the solicitation to begin a new process; or
- Make other findings and determine other courses of action as appropriate.

SECTION 4: Scope of Work/Specifications

Project Description:

The District seeks a qualified contractor to demolish the existing Verdant Health Commission Community Building -21558 Highway 99. Edmonds, WA 98026

Extent of work to include the following:

- Building, foundations, and slab on grade to be removed completely
- Any voids in grade left after demolition to be infilled with compacted gravel, level gravel with adjacent asphalt, slope to drain as required.
- Asphalt on the site to remain Verdant intends to leave the asphalt with existing parking in place to use as overflow parking after the building is demolished
- Utilities to be capped at the building perimeter and/or property line making it easier to address the contaminated soil removal later.
- Utility lines under existing asphalt to remain
- Storm drainage system under existing asphalt to remain
- Contaminated soil must remain in place during Phase 1. Refer to attached reports. Remediation of the contaminated soil is not in the scope of this project and will be part future work in Phase 2.

If contaminated soil is disturbed and suspected/identified, the contractor shall follow Ecology's guidance for petroleum contaminated sites: https://apps.ecology.wa.gov/publications/documents/1009057.pdf

The Contractor shall have staff with HAZWOPER training available if contaminated soils are observed.

- There are decommissioned below grade fuel tanks on the site. The tanks remain during Phase 1 and will be part of future work in Phase 2.
- Install solar powered parking lights per construction documents

Demolition Permit is issued and ready for pick up at the City of Edmonds Building Department. The cost of permit issuance must be included in the bid.

SEPA review is not part of Verdant Health Commission Community Building – Demolition Phase 1 - 21558 Highway 99, Edmonds, WA 98026. SEPA Review will happen during future Phase 2.

SECTON 5: Bid Cover Sheet

The Bid Cover Sheet is to be completed, signed and attached to the vendor proposal.

The following pages including **BID COVER SHEET**, **BIDDER RESPONSIBILITY FORM**, **Scope of Work** and the District's GENERAL CONTRACT PROVISIONS comprise the formal bid offer.

Complete ALL forms and return together with proposal to the District at address specified in Sections 1 and 3. Submit no later than the day and time shown in Section 2.

<u>Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission</u> <u>BID COVER SHEET- complete and return with submission</u>

Project Name: Verdant Health Commission Community Building – Demolition Phase 1
21558 Highway 99, Edmonds, WA 98026

Published Date: July 11th, 2025

The bidder's attention is especially called to the following forms which much be completed in full as required and submitted collectively as the bid proposal package:

Signed BID COVER SHEET

Signed proposal document with clearly defined project components, costs and timelines numerically cross referenced to this cover sheet

Unit prices, when relevant, are mandatory and shall control.

□ Bid Bond or Cashier's Check in the amount of 5% of the total amount of bid (Sealed Competitive Bids)

Initial and date any changes, erasures or cross-outs or revisions on bid.

□ List of Subcontractors-If the bid is expected to cost one million dollars or more then the bidder shall comply with RCW 39.30.060

□ Signed BIDDER RESPONSIBILITY FORM

Attached Bid #			
		Total Bid: \$	
		WA State Sales Tax: \$	
		Total Bid Cost:	
Vendor Name:			
Vendor Contact <u>:</u>	Telephone:	Email <u>:</u>	
Authorized Signature:		Date:	
Title:			

Public Hospital District #2, Snohomish County, Washington dba Verdant Health Commission

SECTION 6 - BIDDER RESPONSIBILITY FORM - complete and return with submission

Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission		
	Yes	No
Has your company operated at least five (5) years without interruption?		
Has an owner of your company been convicted of a crime within the past ten (10) years?		
Does your company have experience performing described scope of work?		
Does your company have experience with at least one public entity Client		
Does any employee or official of the Hospital District have any financial or other interest in your firm? This does not necessarily eliminate vendor from submittal-if yes please explain in separate attachment		
Are there any claims pending against this insurance policy? If yes describe:		
Does your company maintain Professional Liability Insurance?		
Does your company maintain insurance in amounts specified by District contract terms? (if no, explain)		
Has your company been in bankruptcy, reorganization or receivership in the last five years?		
Is your company licensed to do business in the State of Washington? Provide UBI#		
State of Washington Employment Security #		
State of Washington Industrial Insurance #		
Are you disqualified from bidding by the State of Washington or the Federal Government?		

The undersigned acknowledges that addenda and Section 7 General Contract Provisions have been taken into account as part of this bid.

The undersigned acknowledges that the follwing attachments have been reviewed and taken into account as part of this bid:

- 1. Verdant Health Commission Community Building Demolition, Phase 1. Demolition Permit Set May 20, 2025
- 2. Analysis of Brownfield Cleanup Alternatives 21558 Highway 99, Edmonds, WA June 8, 2023
- 3. Secondary Supplemental Investigation Report 21558 Highway 99, Edmonds, WA May 30, 2023
- 4. Limited Hazardous Material SurveyVerdant Health Commission Community Building May 29, 2025
- 5. Hazardous Building Materials Survey Report 21558 Highway 99, Edmonds, WA August 30, 2022

The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.

FULL LEGAL NAME OF COMPANY

TYPE OF BUSINESS:□ Corporation □ Partnership (general Liability Co	l) □ Partnership (limited) □ Sole Proprietorship □ Limited
Federal EIN:	State UBI:
Contact Name:	<u> </u>
Address:	Telephone:
Email	
Authorized Signature	Date

<u>Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission</u>

SECTION 7- GENERAL CONTRACT PROVISIONS

These general provisions are hereby a part of the conditions agreed to by the vendor (or "Contractor") upon Bid.

- Applicable Law and Forum: Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising here from shall be brought in Snohomish County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.
- Acceptance of Award: If awarded vendor begins work, the vendor is deemed to have agreed to all addenda, bid, special provisions, contract plans, general provisions, amendments to the Standard Specifications, Standard Specifications and standard plans, contract, and all other related documents. If such work is accepted by the awarded vendor before the District receiving a signed contract, both parties shall regard the contract and documents to be inforce.
- <u>General Contract Provisions</u>: These general contract provisions supplement the Contract Documents and in the event these general contract provisions conflict with other terms of the Contract Documents, these general contract provisions shall apply.
- <u>Notice to Proceed</u>: Vendor shall not commence work until Notice to Proceed has been given by the District. A notice to proceed will be given after the contract has been executed by the District and the vendor, and where applicable, by any State or Federal agencies responsible for funding any portion of the project. The time allowed for substantial completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, ten (10) calendar days after the date of issuance of the Notice to Proceed or the date work commences, whichever is earlier.
- <u>Change Orders</u>: The District reserves the right to add or delete work, items, agencies or locations from this contract, subject to appropriate adjustments to the contract price. Added items, agencies or locations will be related to those on contract, and additions or deletions will be by mutual agreement, with prices consistent with the original bid price margins, and evidenced by a written contract change notice from the Property Manager. The execution of a change order shall constitute a waiver of claims by the vendor arising out of the work to be performed or deleted pursuant to the change order, except as specifically described in the change order. General reservations of rights will be deemed waived and void.
- <u>Vendor Clean-Up:</u> All debris resulting from the vendor's work, delivery or installation of equipment shall be disposed of entirely by the vendor in an efficient and expeditious manner as required and directed by the Property Manager.
- <u>Inspection and Acceptance:</u> Work performed under this contract will be monitored and inspected by the Property Manager and accepted by the same.
- Warranties: Vendor warrants that items furnished conform to its description and any applicable specifications, shall be of good quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee to the District. Bidder shall submit in writing, and detail the warrantee covering said item(s) or as soon thereafter as immediately required by the District.
- **Guarantee**: Vendor hereby guarantees that all of the work, materials or equipment furnished under this contract will fully meet all requirements for quality of workmanship, materials, strength and any and all other requirements of the specifications.
- <u>Vendor Responsible for Work:</u> Vendor shall be responsible for all work until its acceptance by the District and vendor will not be released from responsibility for any part of the work until one (1) year after it has been accepted.
- <u>Approvals</u>: Materials purchased are subject to the District approval and if rejected are held subject to the vendor's risk and expenses incurred for its return as approved by the Property Manager.
- OSHA/WISHA: Vendor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970, the Washington Industrial Safety and Health Act of 1970, and standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless the District from damages

assessed against the District because of vendor's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

- Compliance With Laws: Vendor shall comply with all applicable federal, state, tribal and local laws, rules, and regulations affecting its performance and hold the purchaser harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the vendor for any of the above reasons.
- <u>Taxes:</u> The vendor shall include Washington State Sales and Local Tax where applicable, as a separate item on the invoice. Exclude Federal Excise Tax and supply an exemption certificate when necessary.
- <u>Licenses and Permits:</u> Vendor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. The District may charge vendors for any of the District permits that are issued, and such costs, if any, shall be borne by the vendor.
- <u>Safety Measures:</u> All work under this Contract shall be performed in a safe manner. Vendor and all subcontractors shall observe all rules and regulations of the Washington State Department of Labor and Industries, rules and regulations of OSHA, WISHA, or any other jurisdiction, and all other applicable safety standards. Vendor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Vendor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. All exposed moving parts of equipment capable of inflicting injury by accidental contact shall be protected with sturdy removable guards in accordance with applicable safety regulations.
- <u>Prevailing Wages:</u> Prevailing wages shall apply to all work, in compliance with State RCW 39.12 and Standard Specifications. It is the responsibility of the vendor to file all required forms with the State of Washington, Department of Labor and Industries, in a timely manner.
- Worker's Benefits: Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 or Title 51 is not made when due, the District may retain such payments from any money due vendor and pay the same into the appropriate fund.

After final completion of all work on the project, vendor shall submit a "Request for Release" to the Washington State Department of Labor and Industries on the form they provide. The "Request for Release" form of the Department of Labor and Industries is also for obtaining a release with respect to the payments of industrial insurance and medical aid premiums.

- Equal Opportunity and Nondiscrimination: "The Equal Opportunity Clause" in Section 301 of Executive Order 10925 as amended, and the implementing Rules and Regulations, are herein incorporated by reference. Also see Article 1-07.11 of Standard Specifications. In all hiring or employment made possible or resulting from this contract, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.
- Personal Liability: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the District be in any way personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement of representation made herein or in any connection with this contract.

- Warranty of Title: The vendor shall warrant good title to all materials, supplies, and equipment purchased for, or incorporated in the work. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor, to recover under any bond given by the vendor for their protection, or any rights under any law permitting such persons to look to funds due the vendor in the hands of the District.
- Guarantee of the Work: The vendor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The District will give notice of observed defects with reasonable promptness. The guarantee period shall be suspended from the time a significant defect is first documented by the District until the work or equipment is repaired or replaced by the vendor and accepted by the District. In the event that fewer than ninety (90) days remain in the guarantee period after acceptance of such repair or replacement (after deducting the period of suspension above), the guarantee period shall be extended to allow for at least ninety (90) days' guarantee of the work from the date of acceptance of such repair or replacement.
- Insurance: The vendor shall not start work under this contract until vendor has furnished proof of insurance as required hereunder and such insurance has been approved by the District; nor shall vendor allow any subcontractor to commence work on its subcontract until the same insurance requirements have been complied with by such subcontractor. Approval of insurance by the District shall not relieve or decrease the liability of vendors for any damages arising from vendor's performance of the work.

Vendor shall procure and maintain during the life of this contract, Commercial General Liability, and Automobile Liability Insurance, as detailed herein, to protect the District and vendor from and against all claims, damages, losses and expenses arising out of or resulting from the performance of work detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner pursuant to RCW Chapter 48. Coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of the vendor or any subcontractor or by anyone directly or indirectly involved or employed by either of them.

<u>Vendor insurance policies shall include the District as Additional Named Insured, Form CG 2010 11</u>
<u>85, on a Primary Basis</u> and others if required by contract documents. All insurance policies shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to the District through certified mail. Exceptions to form must be approved by the Director of Finance or designee.

A Certificate of Insurance including the Additional Named Insured Endorsement on Form CG 2010 11 85 shall be filed with the District after award, but prior to execution of the contract, for a primary policy of commercial general liability insurance and automobile liability insurance meeting the requirements herein.

<u>The Certificate of Insurance (ACCORD Form 25-S)</u> cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the Director of Finance or designee.

Should any of the above described policies be cancelled, changed or reduced in coverage, before the expiration date, the issue company will mail thirty (30) day written notice to the certificate holder named at the left using certified mail.

Failure of the vendor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the contract and of any and all obligations regarding the same.

Approval of the insurance, by the District, shall not relieve or decrease the liability of the vendor for any damages arising from vendor's performance of the work.

Insurance shall provide, at a minimum, the types of insurance coverage, limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage listed below shall protect the vendor and the District from claims for damages of bodily injury, including death resulting therefrom, as well as claims for property damage, which may arise from operations under this contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the vendor's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

<u>Commercial General Bodily injury and Property Damage Insurance</u> shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include:

Premises & Operations;

Owners and Vendors Protective;

Products Liability, including completed Operations Coverage; Contractual Liability;

Broad Form Property Damage;

Commercial Form (to include Extended Bodily Injury); Employees as Additional Insured; Explosion, Collapse & Underground Hazard; Independent Vendors;

Personal Injury; Stop Gap;

Cross Liability Clause.

<u>Automobile Bodily Injury</u> shall be written with limits of liability as required by the Supplementary General Conditions, but shall in no case be for limits less than \$1,000,000 Combined Single Limit. Coverage shall include:

All owned automobiles; Non-Owned automobiles; Hired Automobiles; Any automobiles.

<u>Bodily Injury Liability Insurance</u> shall be written on an occurrence basis for bodily injury, sickness or disease, including death resulting therefrom.

<u>Property Damage Liability Insurance</u> shall be written on an occurrence basis for damage to or destruction of property, including the loss of use thereof, and shall not exclude Injury to, or destruction of, wires, conduits, pipes, mains, sewers or similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is cause by and occurs during, the use of mechanical equipment for the purpose of excavating or drilling, or injury to or destruction of property at any time resulting therefrom.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from operations under this contract.

The coverage provided by this policy are primary to any insurance maintained by the District.

Inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the contract would have been liable had only one Insured been named.

There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause."

In the event the vendor is required to make corrections on the premises after the project has been inspected and accepted, s/he shall obtain at his/her own expenses, and before commencement of any corrective work, full insurance coverage as specified herein.

- <u>Gifts and Gratuities:</u> Businesses must not offer, nor the District employees accept, gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with the District business practices. It is also unlawful for anyone to offer another, to influence or cause them to refrain from submitting a bid. Vendors and the District employees must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including the District Ethics Code, RCW42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract condition, bid practice, or at any activity related to District business.
- <u>Assignment:</u> Neither party may assign any portion of the contract work without the prior consent of the other party.
- **Delays and Extensions of Time:** The vendor will be granted equitable extensions of time by the District under the following circumstances:

A delay caused by any suit or other legal action against the District will entitle the vendor to an equivalent extension of time, unless the period of such delay exceeds ninety (90) calendar days. When such period is exceeded, the District will, upon request of the vendor, in writing, either negotiate a termination of the contract or grant a further extension of time, whichever may at the time be in the best interests of the District. There shall be no delays or extensions due to inclement weather, unless the Property Manager agrees with the vendor that weather is abnormal to the season, and could not be normally expected to occur for this region.

Should other unforeseen conditions occur beyond the reasonable control of vendor, or should performance of work under a change order make the work more complex or difficult than originally specified and shown on the scope of work, and such work, in the vendor's opinion, requires more time to execute than allowed by the contract, the vendor shall notify the District in writing prior to the performance of such work, setting forth in detail its estimate of the added time and cost required for such work. The District will, if such estimate is approved, allow an equitable extension of the original contracted dollar amount.

- **Breach:** In addition to the events defining a breach as outlined under the Contract Documents, a breach of a term or condition of the contract shall mean any one or more of the following: (1) vendor fails to perform the services by the date required or by a later date as may be agreed to in a written amendment to the contract; (2) vendor breaches any warranty or fails to perform or comply with any term or agreement in the contract; (3) vendor makes any general assignment for the benefit of creditors; (4) in the District's sole opinion, vendor becomes insolvent or in an unsound financial condition so as to endanger performance; (5) vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief from creditors and/or debtors; (6) any receiver, trustee, or similar official is appointed for vendor or any of the vendor's property; (7) vendor is determined to be in violation of federal, state or local laws or regulations and that such determination, in the District's sole opinion, renders the vendor unable to perform any aspect of the contract.
- **Default:** In addition to the events defining a default as outlined under the Contract Documents, a vendor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
- <u>Termination for Breach and/or Default:</u> Refer to the Contract Documents. In addition, the District shall be entitled by written notice, to cancel and/or terminate this contract in its entirety or in part, for breach and/or for default of any of the terms and to have all other rights against the vendor by reason of the vendor's breach, as provided by law.
- Opportunity to Cure Default: In summary, in the event that vendor fails to perform a contractual requirement or materially breaches any term or condition, the District may issue a written or oral notice of default and provide a period of time in which vendor shall have the opportunity to cure. Time allowed for cure shall not diminish or eliminate vendor's liability for liquidated or other damages. The District is not required to allow the vendor to cure defects if the opportunity for cure is not feasible as determined solely by the District. The District may terminate the contract for nonperformance, breach or default without allowing the opportunity to cure by the vendor.
- Remedies for Cure of Default: If the nonperformance, breach or default remains after vendor has been provided the opportunity to cure, the District may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; (4) suspend vendor from receiving future invitations to bid. The District may procure the articles or

services from other sources and hold the bidder responsible for any excess and expense occasioned thereby, including delay in time, whether foreseeable or unforeseeable.

- <u>Termination for Convenience:</u> The District may terminate this contract, in whole or in part, at any time by written notice to the vendor.
- Payments: In addition, the vendor shall be paid, upon submission of a proper payment request, the prices stipulated herein for services performed (less deductions, if any), in accordance with all payment and retainage instructions herein. All accounts are paid according to RCW 39.76.020. Submitted payment requests must contain the following minimum information:
 - o Item number, quantity and description as appropriate;
 - Unit and extended prices;
 - Shipping charges when applicable,
 - Affidavit of Prevailing Wages Paid from the Department of Labor and Industries,
 - Sales tax as applicable.

Mail Payment Requests to:

Public Hospital District #2, Snohomish County 4710 196th Street SW Lynnwood, WA 98036

Vendor shall be paid within thirty (30) days after receipt of an undisputed invoice.

- Claims and Dispute Resolution: A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. A claim may also include other disputes and matters in question between the District and vendor arising out of or related to the contract. Claims must be made in writing. The responsibility to substantiate claims shall rest with the party making the claim. Contractor/vendor must submit to Owner written notice entitled "Notice of a potential or future claim" within fourteen (14) days of the event giving rise to the potential claim or Contractor/vendor waives any right to later make a Claim. A "Notice of a potential or future claim" does not constitute a claim. Any claims of the vendor against the District for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, must be made in strict accordance with the applicable provisions of the contract. No act, omissions, or knowledge, actual or constructive, of the District shall in any way be deemed a waiver of the requirement for timely written notice and a timely written claim unless the District provides vendor with an explicit, unequivocal written waiver.
 - All otices of a potential or future claim, and all Claims must be addressed to: <u>Public Hospital District</u>
 #2, Snohomish County, 4710 196th Street SW, Lynnwood, WA 98036
 - Vendor shall submit in writing to the District all claims. Written claim(s) must specify the conditions and requested relief. The District shall consider such claim and shall meet with the vendor to confer and attempt to resolve the claim.
 - Vendor shall diligently carry on the work and maintain the vendor's construction schedule during any dispute resolution proceedings, unless otherwise agreed by it and the District in writing.
- <u>Mediation:</u> If the claim is not resolved in the process provided immediately above, neither the vendor nor any subcontractor or supplier of any tier may bring a claim against the District in litigation unless the claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the District and vendor.
- <u>Litigation:</u> Vendor may bring no litigation on claims unless such claims have been properly raised and considered as provided above. All unresolved claims of vendor shall be solved and released unless vendor complies with the time limits above, and litigation is served and filed within the earlier of (a) one hundred twenty (120) days after the day of substantial completion designed in writing by the District (provided that a mediation session has occurred as provided above); or (b) sixty (60) days after final acceptance. This requirement cannot be waived except by an explicit written waiver signed by the District.
- Removal from Shared Small Works Roster for Failure to Perform: The District retains the right to report the awarded vendor to the Municipal Research Service Center (MRSC) Rosters, if in the Property Manager's opinion, the vendor has failed to satisfactorily and promptly perform and/or complete the Project as required by the District.

21558 Highway 99, Edmonds, WA 98026

- Indemnification: To the maximum extent permitted by law, the vendor shall be liable for and shall hold the District harmless from all damages and injuries caused to persons or property arising out of the performance of this contract. The vendor agrees to assume the defense of the District and its officers and employees in all legal proceedings or claims with third parties connected with the vendor's performance under this contract, to pay all expenses, including reasonable attorney's fees, incurred by the District directly or indirectly on account of such legal proceedings, and to satisfy any judgment rendered in connection therewith or to pay or reimburse the payment of any sums reasonable to settle such proceedings or claims.
- <u>Patents, Trademarks and Copyrights:</u> Vendor warrants that products furnished do not infringe upon any patent, registered trademark or copyright, and agrees to hold the District harmless in the event of infringement or claim thereof.
- <u>Liens/Title:</u> Vendor warrants that items to be furnished are free and clear of all liens and encumbrances and that vendor has good and marketable title to same.
- <u>Hold Harmless:</u> The vendor shall hold the District and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys; fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the vendor, its agents or employees pursuant to the contract, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the vendor shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment by the District, the vendor shall pay the same.
- Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the vendor in connection with this contract shall be the property of the District whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the District at its request and may be used by the District as it sees fit. Vendor shall preserve the confidentiality of all the District documents and data accessed for use in vendor's work product.
- Workers Right to Know: WAC 296-62-054 requires that manufacturers of hazardous substances include with each delivery, a MSDS (Material Safety Data Sheets) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party. Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement, unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.
- Mutual Responsibility of Vendor: If, through acts of neglect on the part of the vendor, any other vendor or any subcontractor shall suffer loss or damage on the work, the contract agrees to settle with such other vendor or subcontractor by agreement or arbitration if such other vendor or subcontractors will so settle. If such other vendor or subcontractor shall assert any claim against the District account of any damage alleged to have been sustained, the District shall notify vendor, who shall indemnify and save harmless the District against any such claim.
- Compensation and Employee's Liability Insurance: Vendor shall maintain Worker's Compensation Insurance as required by State Statute for all employees engaged in work on this contract. Should any work be subcontracted, the vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all subcontractor employees engaged in the work. In the event any class of employees engaged in work under this contract at the project site is not covered under the Workmen's Compensation Insurance as required by State statute, the vendor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance with a private insurance company for limits of at least \$100,000 each person and \$300,000 each accident and furnish satisfactory evidence of the same.
- Scope of Work: The District retains the right to ADD and/or DELETE work. The District also retains the right to modify the services rendered under this contract. The cost for such modifications in the scope of work shall be adjusted as provided in the Contract Documents

SECTION 00 31 26

EXISTING HAZARDOUS MATERIAL INFORMATION

1.01 EXISTING HAZARDOUS MATERIAL SURVEY REPORT

- A. A good faith survey has been prepared by EHSI-International Inc. It is called" Limited Hazardous Material Survey Verdant Health Commission Community Building" dated May 29, 2025
- B. "Hazardous Building Materials Survey Report 21558 Highway 99, Edmonds, Washington", dated August 30, 2022
- C. "Secondary Supplemental Investigation Report 21558 Highway 99, Edmonds, WA", dated May 30, 2023
- D. "Analysis of Brownfield Cleanup Alternatives 21558 Highway 99, Edmonds, WA", dated June 8, 2023

The Surveys and Reports are not a part of the Contract Documents; they are made available for information only. Contractors must be familiar with the findings of the reports and incorporate all requirements into their bid.

1.02 OWNER'S AND ARCHITECT'S DISCLAIMER

A. The Owner and the Architect assume no responsibility for the completeness or accuracy of the existing hazardous material investigations, the records compiled therefrom, or the interpretations contained in the subsequent report. Existing hazardous material investigations were performed for the purposes of study and there is no express or implied guarantee that the conditions indicated in the report are representative of those existing throughout the Site; conditions differing substantially from those indicated may be encountered.

1.03 DIFFERENT CONDITIONS

A. If, during the course of construction operations, conditions differing from those indicated in the existing hazardous material survey report are encountered, promptly notify the Owner and the Architect in writing, and do not disturb such conditions until directed. The Owner will promptly request that the Owner's hazardous materials consultant investigate such conditions.

END OF SECTION

SECTION 00 31 28

EXISTING BUILDING AND SITE INFORMATION

PART 1 - GENERAL

1.01 DRAWINGS AND SPECIFICATIONS OF THE EXISTING BUILDING AND SITE

- A. The following reports containing known information about the existing structure and site are provided as a reference:
 - 1. Maul Foster Alongi Analysis of Brownfield Cleanup Alternatives. 21558 Highway 99, Edmonds, Washington dated June 8, 2023
 - 3. Maul Foster Alongi Socondary Supplmental Investigation Report 21558 Highway 99, Edmonds, Washington dated May 30, 2023
 - 4. Hazardous Materials Survey and Reports. See Section 00 31 26
- B. Digital versions of these documents are available for download from Builders Exchange
- C. The reports containing information on the existing building and site are not a part of the Contract Documents. They are made available for information purposes. Contractor must be familiar with the reports and analysis and incorporate the requirments into their bid.

1.02 OWNER'S AND ARCHITECT'S DISCLAIMER

A. The Owner and the Architect assume no responsibility for the completeness or accuracy of the infirmation provided by a third party pertaining to the existing building and site. There is no express or implied guarantee that the conditions indicated in the drawings and specifications are accurate representations of those existing at the site and conditions differing substantially from those indicated may be encountered.

1.03 DIFFERING CONDITIONS

A. Bidder may verify the accuracy of the drawings and specifications with an inspection of the premises during the pre-bid walk-through, and review of provided reports.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 00 31 43

PERMIT APPLICATION

PART 1 - GENERAL

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for the Building located 21558 Highway 99 Edmonds; WA 98026 They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidder's own investigations. This Document and its attachments, if any, are not part of the Contract Documents.
- B. Approved Demolition Permit number: BLD2025-0535

1.2 ATTACHMENTS

A. PERMIT APPLICATION

The "Review" portion of the building permit has been applied for electronically and paid for by the Owner. Permit has been reviewed and approved. It is ready for pick up.

- 1. Demolition Permit Performance Bond is required. The Forms are attached in section 00 31 43.
- 2. City of Edmonds Critical Area Determination WAIVER is attached in section 00 31 43
- 3. The "Pick up" portion of the building permit shall be paid by the General Contractor and reimbursed by the Owner via Change order on a pass-through basis without mark-up.
- 4. The General Contractor will file for and obtain all other building permits required by the City of Edmonds or other governing authority, including but not limited to: Trade Permits, Site Access Permits, Right of Way use Permits, Crane permits, and Sunday work permits.
 - a. All permits secured by the Contractor shall be paid for by the Contractor and reimbursed by the Owner via Change Order on a pass-through basis without mark-up.

END OF SECTION

SECTION 00 31 43



City of Edmonds

Planning & Development Department Planning Division 121 5th Ave. N Edmonds, WA 98020 425-771-0220

Web: www.edmondswa.gov

May 01, 2025

KATE STROM 2215 N 30TH ST #200 TACOMA, WA 98403

Subject:

Project Address: 21558 HIGHWAY 99, EDMONDS

Dear KATE STROM,

The critical area determination for your property is WAIVER. Note that this determination is a site-specific determination and not a project-specific determination.

If the critical area determination is WAIVER, additional critical areas information or critical areas specific studied may be required for development or alteration of your property depending on the location of the activity. The results of this study may impact your proposal "WAIVER" means no further critical area review is required for development or alteration of your property. This determination is valid for five years from the date of issuance.

If you have any questions regarding this critical area determination, please contact the planner on duty at 425.771.0220.

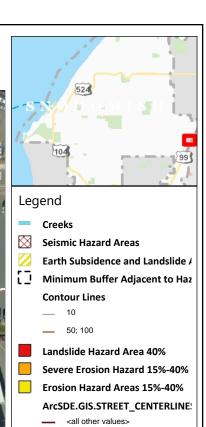
Regards,

ROSE HAAS
Planning Division
Planning & Development Department

Enc: Critical Area Determination

City of Edmonds CRA2025-0057 Map





5: 4

9; 71; 7; 8

Sections Boundary

Sections

Edmonds Boundary

ArcSDE.GIS.PROPERTY_BUILDING ArcSDE.GIS.STREET_CENTERLINE

<all other values>

Principal Arterial

Minor Arterial; Collector

Local Street

Notes

21558 Highway 99

WGS_1984_Web_Mercator_Auxiliary_Sphere © City of Edmonds

2,257

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR DESIGN OR CONSTRUCTION



PLANNING & DEVELOPMENT
BUILDING
DIVISION
121 5th Avenue N
P: 425.771.0220
www.edmondswa.gov

PERMIT SUBMITTAL REQUIREMENTS FOR **Demolition**

The purpose of this handout is to assist the public in complying with the detailed permit submittal requirements. It is not a complete list of permit or code requirements and should not be used as a substitute for applicable laws and regulations. It is the responsibility of the owner/design professional to review the submittal for completeness. Only complete applications will be accepted by the city for review.

PERMIT REQUIRED:

A permit is required for the demolition of any structure other than one story residential accessory structures not exceeding 200 square feet used as tool and storage sheds, playhouses, similar uses and that are not in the ESLHA as defined by ECDC 19.10.020 (f).

CODES:

- International Building & International Residential Code (Current Edition)
- Edmonds Community Development Code Chapter 19.

BONDING:

A bond is required for the complete demolition of residential houses and commercial structures to ensure restoration and/or repair of public and private improvements or utilities. Bonding is waived when concurrently applying for a building permit. Please note that the contractor will be liable in the event of damages to public utilities or public improvements.

SUBMITTAL REQUIREMENTS:

1)	PSCAA NUMBER
	□ PSCAA number for asbestos compliance requirements.
	See attached handout from Puget Sound Clean Air Agency (PSCAA) for asbestos compliance requirements. Please visit their website for more information www.pscleanair.org/asbestos
	requirements. Please visit their website for more information www.pscleanair.org/aspestos
2)	CRITICAL AREAS STUDY
	☐ A Critical Areas Determination, issued by the Planning Division, must be completed and on file with the City. Provide applicable information as indicated by the decision.
3)	SITE PLAN - scaled 1"= 20'
0	☐ Temporary erosion control measures for prior, during and post demolition work.
	☐ Existing utility locations.
	☐ Utility cap off locations.

Updated: 7.22.24 Page 1 of 2

DEMO PROCEDURES PRIOR TO START OF WORK:

Contact the City Water Department regarding water meter protection or removal 425-771-0220
ext. 1647.
The sewer line cap (at the property line) is required to be inspected by the City. Call 425-771-0220
ext. 1326. Sewer laterals may only be capped with a correct size screw plug (a concrete patch is
not permitted).

CONTRACTOR/OWNER REQUIREMENTS:

- Temporary erosion control may be required prior to, during and post demolition work.
- All materials must be dumped at approved dump sites.
- The street is to be clean of debris, vegetation, and garbage at all times.
- The side sewer must be capped at the property line (inspection approval required). The lot must be graded back to the original grade contours.
- Underground tanks are to be pumped, cleaned, capped or removed (separate permit required).
- Septic tanks are to be pumped, collapsed and removed and/or filled with earth, sand, concrete, CDF or hard slurry.
- The City shall require repair, or restitution of, any public property damaged during the work.

MATERIAL MANAGEMENT:

Required for:

• Demolition over 750 SF or \$75,000 valuation

Requirements:

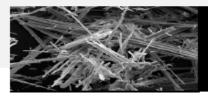
- Separate containers for recyclable and non-recyclable materials.
- Salvage Assessment of materials being removed.
 - Submit at permit application. Identify the building components being removed that have the potential
 to be reused. The assessment shall be signed by the owner and serve as an affidavit stating that the
 project shall be executed in compliance with the code.
- Waste Diversion Report at completion.

Forms are available on our website at:

Applications | Forms - City of Edmonds, WA (edmondswa.gov)

Updated 7.22.24 Page 2 of 3

Demolishing? Check for asbestos before you start



De.mol.ish: wrecking, razing, leveling, dismantling or burning of a structure, making it permanently uninhabitable

Asbestos has been widely used in many construction materials from insulation to vinyl flooring, to spray-on "popcorn" ceilings. Left undisturbed and in good condition, asbestos can perform as intended.

Problems arise when asbestos deteriorates, falls apart or is disturbed during demolition and renovation. This can cause ashestos to break down (become "friable") into tiny fibers that become airborne. These fibers are easily inhaled and settle deep into the lungs where they cause lung cancer, asbestosis, or mesothelioma (a related terminal cancer) several years later.

Anyone who works or has the potential of working with products containing asbestos must fully comply with all regulatory requirements.

Failure to comply with asbestos requirements may result in penalties.

Before you can legally start any demolition (or most renovation) projects, you MUST meet these asbestos requirements:

Conduct an Asbestos Survey

This survey must be conducted by an AHERA*-certified building inspector. You can search for them on the web or in phone books under "Asbestos Consulting and Testing". The results of the survey must either be posted at the work site or communicated in writing to anyone who may come into contact with the material.

File a Notification

You must file a completed notification and pay a fee to the Puget Sound Clean Air Agency at www.pscleanair.org/asbestos before you begin demolition.

Properly Remove Asbestos

All asbestos-containing materials must be removed from the structure by an asbestos contractor prior to demolition.

For More Information

Contact the Puget Sound Clean Air Agency at www.pscleanair.org/asbestos or call 206-689-4058.

Note to contractors: check with Labor and Industry for additional requirements at www.lni.wa.gov

*AHERA = Asbestos Hazardous Emergency Response Act.



1904 Third Avenue, Suite 105 | Seattle, WA 98101-3317 Phone 206-343-8800 | Toll Free 800-552-3565 | Fax 206-343-7522

Pub No. 66-143 | JT | Rev. 9-17-14

Revised on 7.22.24 Page 3 of 3



Date Posted	
Date Expires	
Account No	

City of Edmonds

121 5th Avenue North · Edmonds · WA 98020 · (425) 771-0220 Fax (425) 771-0221 Website: <u>www.ci.edmonds.wa.us</u>

DEVELOPMENT SERVICES DEPARTMENT Planning · Building · Engineering

DEMOLITION FROZEN FUND ACCOUNT

Edmonds Building Permit Number			
Project Address			
Owner/Developer/Contractor			
WHEREAS,			
WHEREAS, in order to provide security for the obligations of the Principal under the Edmonds Community Development Code Chapter 19.00.030 in the course of said demolition not to exceed 180 calendar days from the issuance of said Building Permit by the City of Edmonds, hereinafter referred to as "the City" and to enable the City of Edmonds to secure completion of said obligations, including site and public improvement restoration, site and street clean-up and final site grading,			
NOW THEREFORE, this form will certify that this Banking/Financial institution herein referred to as "the Institution" has a savings account/loan or other security for the above-referenced developer for the project so identified. The Institution hereby agrees that it will freeze and hold the following sums of money for the indicated demolition work pending written authorization for release of said funds by the City of Edmonds in the amount of \$ according to the following terms and conditions:			
1) In the event the demolition permitted under the above referenced building permit is not completed in accordance with the provisions of the applicable Building Code and Ordinances of the City of Edmonds within a period ofcalendar days from the date of issuance of the building permit. The financial institution shall, upon demand of the City and the failure to cure the noted defects within a reasonable amount of time as determined and specified by the City, remit payment to the City within ten (10) days of receipt said funds so that the demolition and site work be completed to City standards. The institution shall not be liable to the owner for any disbursement of said funds to the City of Edmonds.			

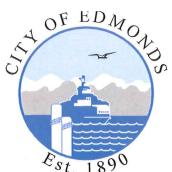
2) If the Principal fails to cure any defect within the time period specified by the City, the City's employees and agents are hereby authorized to enter into said property and perform said work. This provision shall not be construed as creating an obligation on the part of the City or its representatives.

City of Edmonds Demolition Frozen Fund Account Page Two

enforce the terms of this bond or to determi	y the City of Edmonds, the Principal or the Institution to ne the rights of any party hereunder, the prevailing party in er from the losing party its costs, including reasonable awsuit.
DATED this d	ay of,
Financial Institution	Developer/Owner/Principal
Officer/Title	Print Name
Address/Phone	Address/Phone
Account Number	_
FINANCIAL INSTIT	TUTION ACKNOWLEDGEMENT
STATE OF WASHINGTON)	
COUNTY OF) ss.	
On this day of	, before me, the undersigned, a
Notary Public in and for the State of Washi	ngton, duly commissioned and sworn, personally appeared me known to be the
	, the institution that executed the foregoing instrument,
and acknowledged the said instrument to be	the free and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned,	and on oath stated that was
authorized to execute said instrument and th	e seal affixed is the corporate seal of said institution.
WITNESS my hand and official sea	I hereto affixed the day and year first above written.
	NOTARY PUBLIC in and for the State of
	Washington, residing at

DEVELOPER/OWNER/PRINCIPAL ACKNOWLEDGEMENT

STATE OF WASHING			
COUNTY OF) ss.)		
On this	, day of	,,	before me, the under-signed,
a Notary Public in and	for the State of Washingto	n, duly commissioned an	d sworn, personally appeared
	to me known to	be the	of
	, the general pa	artnership that executed t	he foregoing instrument, and
acknowledged the said	instrument to be the free	and voluntary act and dec	ed of said partnership, for the
uses and purposes there	ein mentioned, and on oath	stated that	
	was	authorized to execute sai	d instrument.
WITNESS my hand	d and official seal hereto at	ffixed the day and year fi	rst above written.
		NOTARY PU Washington, r	VBLIC in and for the State of residing at



SONONOS	City of Edmo
	DEVELOPMENT S

Edmonds Building Permit Number

Date Bond Posted	
Date Bond Expires	
Bond Number	

onds

Edmonds · WA 98020 · (425) 771-0220 Fax (425) 771-0221 Website: www.ci.edmonds.wa.us

DEVELOPMENT SERVICES DEPARTMENT Planning · Building · Engineering

DEMOLITION BOND/BONDING COMPANY

Project Address
Owner/Developer/Contractor
WHEREAS,
Principal", has secured Building Permit No in conformance with the provisions of
the International Building or Residential Code to demolish a structure or other improvements on a site
located at within the City of Edmonds, and,
WHEREAS, in order to provide security for the obligations of the Principal under the Edmonds Community Development Code Chapter 19.00.030 in the course of said demolition not to exceed 180 calendar days from the issuance of said Building Permit by the City of Edmonds, hereinafter referred to as "the City" and to enable the City to secure completion of said obligations, including site restoration, clean-up and final site grading,
NOW THEREFORE, the undersigned Principal and
1) If the Principal and Surety agree that in the event that any demolition permitted under the above-referenced Building Permit, is not completed in accordance with the provisions of applicable Building Code and Ordinances of the City of Edmonds within a period of calendar days from the date of the issuance of the Building Permit for the demolition therein permitted, the Surety shall, upon the demand of the City and the failure to cure the noted defects within a reasonable time as determined and specified by the City, remit to the City within ten (10) days of receipt of demand for remittance, the amount of this bond or such lesser amount as may be specified in the demand.
2) If the Principal fails to cure any defect within the time period specified by the City, the City's employees and agents are hereby authorized to enter into said property and perform said work. This provision shall not be construed as creating an obligation on the part of the City or its representatives.

City of Edmonds Demolition Bond Bonding Company Page Two

attorneys' fees, incurred as a result of	recover from the losing party its costs, including reasonable such lawsuit.
DATED this	day of,
Bonding Company	Developer/Owner/Principal
Officer/Title	Print Name
Address/Phone	Address/Phone
Bond Number	
BONDING COM	PANY SURETY ACKNOWLEDGEMENT
STATE OF WASHINGTON)	
COUNTY OF) ss.	
On this day of	,, before me, the undersigned, a
Notary Public in and for the State of	Washington, duly commissioned and sworn, personally appeared to me known to be the
of	, the corporation that executed the foregoing instrument,
and acknowledged the said instrument	t to be the free and voluntary act and deed of said corporation, for
the uses and purposes therein menti	oned, and on oath stated that was
authorized to execute said instrument	and the seal affixed is the corporate seal of said corporation.
WITNESS my hand and office	ial seal hereto affixed the day and year first above written.
	NOTARY PUBLIC in and for the State of
	Washington, residing at

DEVELOPER/OWNER ACKNOWLEDGEMENT

STATE OF WASHINGTO			
COUNTY OF) ss.)		
On this	, day of	,, before n	ne, the under-signed,
a Notary Public in and for t	the State of Washington, dul	y commissioned and sworn,	, personally appeared
	to me known to be the	ne	of
	, the general partners	hip that executed the foreg	oing instrument, and
acknowledged the said inst	rument to be the free and vo	oluntary act and deed of said	d partnership, for the
uses and purposes therein r	nentioned, and on oath state	d that	
	was autho	rized to execute said instrur	nent.
WITNESS my hand and	d official seal hereto affixed	the day and year first above	e written.
		NOTARY PUBLIC in Washington, residing a	

BID FORM

SECTION 00 41 13

BID FORM - STIPULATED SUM

(SINGLE PRIME CONTRACT)

TO: Public Hospital District No. 2, Snohomish County, Washington, dba Verdant Health Commission (the herein called the "Owner"

VERDANT HEALTH COMMISSION COMMUNITY BUILDING DEMOLITION PHASE 1 - 21558 Highway 99, Edmonds, WA 98026

PROJECT		BID NO.	CB2025-03
COMPANY		BID AMOUNT	
ADDRESS		TELEPHONE NO.	
Please complete the following in Is your firm a: Women Business Enterprise (WB Minority Business Enterprise (MB Disadvantaged Business Enter (DBE)? Do you have a certification number If yes, please provide certification	E)? Yes E)? Yes prise Yes Yes r? Yes	Small Business Enterprise (SBE)? Veteran Owned Busines (VOB)? ntity who issued the number below	Yes □ s Yes □
Certification		State or Entity	

BID PROPOSAL

For bidder's convenience, this insert is provided as a bid submittal package that may be completed and return to the County on or before the time, stipulated.

Federal Suspension and Debarment Certification

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Snohomish County, in writing, of any current Federal Suspension and Debarment.

<u>Debarment Certification</u>. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

BIDDER'S CHECKLIST

THE FOLLOWING FORMS, ITEMS 1 – 4, MUST BE COMPLETED IN FULL AS REQUIRED, AND SUBMITTED COLLECTIVELY AS THE BID PROPOSAL PACKAGE \underline{PRIOR} TO THE \underline{BID} SUBMITTAL DEADLINE.

 (1)	BID PROPOSAL FORM
	The unit prices bid must be shown in the space provided. Bids must be submitted on the bid proposal form provided.
 (2)	CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.
 (3)	BID DEPOSIT
	The attached bid bond form, or equivalent standard industry bid bond form, must be completed by the surety company and bidder, and submitted with the bid unless bid is accompanied by a certified check, postal money order, cash, or cashier's check.
	The bid deposit amount shall be not less than five percent (5%) of the total bid amount, excluding sales tax.
 (4)	STATEMENT OF BIDDER'S QUALIFICATIONS

VERDANT HEALTH COMMISSION BID PROPOSAL FORM

The bidder, in compliance with your Invitation For Bids for the the specifications, drawings, related documents, Surveys and Reports, and familiar with all of the conditions surrounding the work of the proposed project labor, hereby proposes to furnish all labor, materials and incidentals, and to contract documents at the prices stated below. These prices are to cover twork required under the Contract Documents, of which this bid proposal is	t including the availability of material and perform the work in accordance with the all expenses incurred in performing the
Bidder hereby agrees to commence work, as required by contract, upon recfully complete work as described.	eipt of written Notice to Proceed and to
1.BASE BID: For base bid as defined in the contract documents and specifi	fications.
The sum of	dollars (\$)
The sum of	
2. OVERHEAD AND PROFIT: The undersigned agrees that all of the abov applicable, includes all contractor's overhead and profit or fee.	e-named base bid, and alternate bids if
3. SALES TAX: All applicable sales tax shall be shown as a separate line i	tem on this bid proposal form.
4. PERMITS: The undersigned agrees that the above-named base bid, as permit costs.	nd alternate bids if applicable, includes
5. RIGHT OF REJECTION: Bidder agrees that the Owner reserves the right alternate, and to waive any informalities in the bidding.	to reject any or all bids, or the bid on any
6. CONTRACT AND BONDS: If the undersigned be notified of the acceptal days of the date set for opening bids, or any time thereafter before this bid is execute a contract for the above work in the standard form of agreen compensation computed from the sums stipulated in the Form of Bid and to payment bonds as stipulated.	s withdrawn, the undersigned agrees to nent noted in the specifications for a
7. BID DEPOSIT: The bid deposit is attached in the sum of undersigned agrees that the check or bid bond accompanying this bid is left in of the check, or sum of the bond, is the measure of damages which the undersigned to deliver said documents within ten (10) days after written Notic property of the Owner or the bid bond shall remain in full effect. But if this b after the time set for that period, or if the undersigned delivers said contract, I the check shall be returned to the bidder or the bond shall become void.	n escrow with the Owner, that the amount Owner will sustain by the failure of the ce of Award. The check shall become the id is not accepted within sixty (60) days
8. ADDENDA: Receipt of addenda numbered throughout is h	nereby acknowledged.
9. LIQUIDATED DAMAGES: Two Thousand Dollars (\$ 2000.00) per day	
10. CONFLICT OF INTEREST: The undersigned certifies and warrants that the except as otherwise disclosed, it does not have any personal or family relation	•

10. CONFLICT OF INTEREST: The undersigned certifies and warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any personal or family relationship that may conflict with business or organizational conflict of interest, which is defined as a situation in which the nature of work under the contract and the bidder's organizational, financial, contractual or other interest are such that award of the contract may result in the bidder receiving an unfair competitive advantage, or the bidder's objectivity in performing the contract work may be impaired. The bidder agrees that if after being awarded it discovers a personal or organizational conflict of interest, it shall make an immediate and full disclosure in writing to Snohomish County which shall include a description of the action which the bidder has taken or intends to take to eliminate or neutralize the conflict.

BID PROPOSAL FORM (Cont'd)

11. NON-COLLUSION DECLARATION: By signing the bid proposal herein, I hereby declare, under penalty of perjury under the laws of Washington State, the following:

That the bid submitted is genuine and is not a sham or collusive bid and is not made in the interest of or on behalf of any person or company not named therein.

This bidder has not directly or indirectly induced or solicited any other bidder on subject work or materials to submit a sham bid, or to refrain from bidding, and has not in any manner sought by collusion to secure an advantage over other bidders.

12. CONTRACTOR'S SIGNATURE:

COMPANY NAME	
Street Address	Signature of Company Officer
City/State/Zip	Printed Name and Title
Telephone	License Number
LLR L # /Unified Rusiness Identifier Accou	unt Number)

U.B.I. # (Unified Business Identifier Account Number)

If bidder is a corporation, write State of Incorporation under signature. If partnership, give full names of all partners.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (July 11th, 2025), 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 Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is

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:

END OF SECTION

^{*} If a corporation, proposal must be executed in the corporate name by the president or vicepresident (or any other corporate officer accompanied by evidence of authority to sign). If a copartnership, proposal must be executed by a partner.

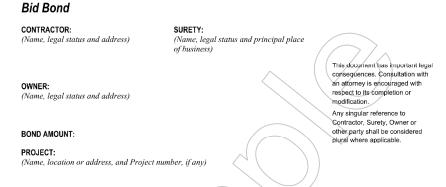
SECTION 00 43 13

BID BOND

1.01 DESCRIPTION

A. Bid Bond (AIA Document A310, 2010 Edition) is included by reference in this secion:

ATA Document A310™ – 2010



The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the jutent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	day of	
	(Contractor as Principal)	(Seal)
(Witness)	(Title)	
(Witness)	(Surety)	(Seal)
(muness)	(Title)	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AlA Document A310TM – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARRING: This AlaTM Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AlaTM Document, or any portion of it, may result in severe divil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are premitted to reproduce len (10) copies of this document when completed. To report copyright violations of Ala Contract Documents, e-mail The American institute of Architects legal counset, copyright@ala.org.

END OF SECTION

BIDDER'S QUALIFICATIONS

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

1.01 **DESCRIPTION**

Contractor's Qualifications Statement is included by reference and attached after this page. A.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder submitting a bid proposal on work included in these specifications shall prepare and submit, as part of this bid, the data requested in the following schedule:

Address:
Address: Telephone Number:
en engaged in the contracting business under the present name?
nt): \$
d by said company:
tructed by said company, including approximate cost and dates.
es where similar work has been completed. Include organization name, e of contact person. Include at least one Public Entity customer.
Address:
Telephone:
Address:
Telephone:
Address:
Telephone:
UBI No.:
pplicable:
p Utilization: By submitting a bid for this project, contractor certifies the anding of the County's Apprentice Utilization Program. We affirm that: we sign the apprentice utilization goals established for this contract be submitted by us to demonstrate such compliance is true and accurate; and omply with all such utilization goals throughout the performance of the
Ву
Printed Name and Title

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. General Conditions of the Contract for Construction is included by reference.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

GENERAL CONDITIONS

1. Contract and Contract Documents

The Plans, Specifications, and Addenda shall form part of the contract and the provisions thereof shall be binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms, as used in these General Conditions are respectively defined as follows:

- (a) "Contractor": A person, firm, or corporation with whom this Contract is made by the Owner.
- (b) "Subcontractor": A person, firm, or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- (d)"Apprentice": (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau; or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, or who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.
- (e)"Trainee": A person receiving on-the-job training in a construction operation under a program that is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and that is reviewed from time to time by the Manpower Administration to ensure that the training meets adequate standards.

3. Additional Instructions and Detail Drawings (if applicable)

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with these performance documents. The Contractor will carry out the work in accordance with additional detail drawings and instructions. The Contractor and the Owner will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished to the Owner in accordance with said schedule; and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings (if applicable)

The Contractor shall promptly submit the Owner five copies of each shop or setting drawings in accordance with the predetermined schedule. After the Owner examines and returns the drawings, the Contractor shall make any indicated corrections to the drawings and return two corrected copies to the Owner. Regardless of corrections made in or approval given to such drawings by the Owner, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications unless he notifies the Owner, in writing, of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants the Contractor has good title to all materials and supplies used by the Contractor in the work, free from all liens, claims, or encumbrances.

7. <u>Inspection and Testing of Materials</u>

All materials and equipment used in the construction of the project shall be subject to adequate testing and inspection in accordance with the accepted standards. The laboratory or inspection agency will be selected by the Owner. Unless noted otherwise in these Specifications the cost of special testing required shall be borne by the Contractor.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

8. "Or Equal" Clause

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers or vendors names, trademarks, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the article, material, or equipment so proposed is, in the opinion of the Owner, of equal substance and function. It shall not be purchased or installed by the Contractor without the Owner's written approval.

9. Patents

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any kind or nature, including costs and expenses for or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or Royalty Fees for the use of a process that is authorized by the Owner must be reasonable and will be paid directly by the Owner to the holder of the patent or their authorized licensee.

If the Contractor uses any design, device, or materials covered by letters patent, or copyright, the Contractor shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or materials. It is mutually agreed and understood that, without exception, the contract price shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work.

The Contractor and/or the Contractor's Sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials, or any trademark or copyright in connection with work under this contract, and shall indemnify the Owner for any cost, expense, or damage that it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in this contract, the Owner will furnish the Contractor with all necessary surveys. The Contractor will procure and apply for all permits, licenses, and approvals necessary for the execution of the work. The cost of the Building Permit, and all other licenses and fees necessary for the completion of this project, is the responsibility of the Contractor.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good quality manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the direction of the Owner as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause their subcontractors to, protect carefully the Contractor's work and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, materials have been damaged or injured by reason of failure on the part of the Contractor or any of their subcontractors to so protect the work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property - Emergency

The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with this contract. The Contractor shall, at all times, safely guard and protect their own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury unless such is caused directly by errors contained in the contract or by the Owner, or Owner's duly authorized representative.

In case of an emergency, that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Owner in a diligent manner. Any claim for compensation of the Contractor due to such extra work shall be submitted to the Owner for approval as required by the Contract Documents.

Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or as authorized by the Owner.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in a manner provided in paragraph 17 of these General Conditions.

14. Inspection

The authorized representatives of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data records.

15. Reports, Records and Data

The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence of Contractor

At the site of the work, the Contractor shall employ a construction superintendent or project manager who shall have full authority to act for the Contractor. Such representative must be approved by the Owner.

17. Changes in Work

No changes in the work covered by the approved contract documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An actual lump sum.
- (c) The actual cost of:
 - (1) Labor, including construction supervisors. Labor rate may not be higher than Prevailing Wage as reported to the State of Washington Department of Labor and Industries.
 - (2) Materials entering permanently into the work;
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work:
 - (4) Power and consumable supplies for the operation of power equipment;
 - (5) Insurance;
 - (6) Social Security and unemployment contributions.

To the cost under 17(c), there shall be added a fixed fee agreed upon but not to exceed fifteen (15) percent of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense.

A Change Order shall constitute full payment and final settlement of all Claims for Contract Time adjustment and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either recovered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

18. Extras

Without invalidating the contract, the Owner may order extra work of the kind bid upon, or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the bid proposal, and no claims for extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in the order.

19. Correction of Work

All work, all materials whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of

the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes of which they are used. Should they fail to meet the Owner's approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amounts as in the judgment of the Owner shall be equitable. If Contractor fails to commence promptly the necessary corrective steps within seven (7) days' notice from Owner, Owner, in addition to any other remedies provided under the Contract Documents, may provide Contractor with written notice that Owner will commence correction of such nonconforming Work with its own or other contracted forces. If Owner does perform such corrective Work, Contractor shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

20. Claims for Extra Costs

No claim for extra work or cost or time shall be allowed unless a request for Change Order is denied or deemed denied by the Owner. A fully documented Claim shall be received by the Owner within fourteen (14) days after the denial or deemed denial of a request for Change Order. Failure to comply with the time requirements set for filing a Claim shall constitute acceptance by the Contractor, on behalf of itself and its Subcontractors and suppliers, of the Owner's denial or deemed denial of a request for Change Order. Such acceptance shall be considered complete, full, and final settlement of all costs, damages, and Claims related to or arising from the request for Change Order.

Pending final decision of a Claim hereunder, the Contractor shall proceed diligently with the performance of the Work, including that work associated with the Claim, and maintain its progress with the Work. Failure to proceed as required herein shall constitute grounds for termination of the Contractor for cause.

Every Claim must be submitted by Contractor, in writing and clearly designated by Contractor as a fully documented Claim. At a minimum, a fully documented Claim must contain the following information:

A detailed factual statement of the Claim providing all necessary details, locations, and items of Work affected:

The date on which facts arose that gave rise to the Claim;

The name of each person employed or associated with Contractor, Subcontractors, suppliers, and/or the Owner with knowledge about the event or condition which gave rise to the Claim;

Copies of documents and a written description of the substance of any oral communications that concern or relate to the Claim;

The specific provisions of the Contract Documents on which the Claim is based;

if an adjustment in the Contract Sum is sought, the exact amount sought, calculated in accordance with the Contract Document and accompanied by all records supporting the Claim;

If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reason Contractor believes an adjustment in the Contract Time should be granted; and Contractor's analyses of its construction schedule, any specific schedule analysis as required by the Contract Documents, and all updates to demonstrate the reason for the adjustment in Contract Time; and,

A statement certifying, under penalty of perjury, that after the exercise or reasonable diligence and investigation the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum and/or Contract Time for which Contractor believes the Owner is liable.

Contractor shall cooperate with Owner or its designee in the evaluation of its Claim and provide all information and documentation requested by Owner or its designee. Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner 's auditors. Failure of Contractor, or Subcontractors of any tier, to maintain and retain reasonably sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of that part of the Claim and shall bar any recovery on that part of the Claim. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner all documents reasonably related to the Claim.

After Contractor has submitted a fully documented Claim, Owner shall respond, in writing, to Contractor within sixty (60) days from the date the fully documented Claim is received with a decision regarding the Claim. The Claim shall be deemed denied upon the 61st day following receipt of the Claim by Owner. Any Claims not fully resolved must be submitted to mediation prior to litigation.

21. Subsurface Condition Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate, and if the Owner finds that they materially differ from those shown on the Plans or indicated in the Specifications, the Owner will at once make such changes in the Plans and/or Specifications as the Owner may find necessary, and any increase or decrease of costs resulting from such changes to be adjusted in the manner provided in paragraph 17 of these General Conditions.

22. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payment thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a base for additions to or deductions from the Contract price.

23. Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or the Contractor's Sureties from any obligation under this contract or the Performance and Payment Bond.

24. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the twentieth day of the calendar month following that in which services are rendered (b) for all materials, tools and other expendable equipment to the extent of ninety percent of the cost thereof, not later than the thirtieth day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of the Contractor's subcontractors, not later than the fifth day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by the Contractor's subcontractors to the extent of each subcontractors interest therein.

25. Additional or Substitute Bond

If at any time the Owner, for justifiable cause, shall be or become dissatisfied with the Surety or Sureties for the Performance and/or Payment Bonds, the Contractor shall, within five days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

26. Assignments

The Contractor shall not assign the whole or any part of this contract of any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instruments of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or material supplied for the performance of the work called for in this contract.

27. Separate Contracts

The Contractor shall coordinate their operations with work of other contractors that may be employed by the Owner. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including the Contractor's subcontractors, shall keep informed on the progress and the detail work of the Contractor, and shall notify the Owner immediately of lack of progress or defective workmanship on the part of the other contractors. Failure of the Contractor to keep informed of the work progressing on the site, and failure to give notice of lack of progress or defective workmanship by others, shall be construed as acceptance by the Contractor of the status of the work, as being satisfactory and in proper coordination with the Contractor's own work.

28. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work that under normal contracting practices are performed by specialty contractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner that approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, that statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of their subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

29. Use of Premises and Removal of Debris

As a condition of award the successful bidder will be required to provide designated disposal sites for all surplus material and project debris.

The Contractor expressly undertakes, at the Contractor's own expense:

(a) To take every precaution against injury to persons or damage to property;

- (b) To store the Contractor's apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the Contractor's work or the work of any other Contractors:
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work:
- (d) To continuously maintain and clean up all refuse, rubbish, scrap metals, and debris caused by the Contractor's operations, to the end that at all times the work site shall present a neat, orderly, and quality appearance;
- (e) Before final payment, remove all surplus materials, falsework, temporary structures, including foundations thereof, plant of any description, and debris of any nature resulting from the Contractor's operations, and to put the site in a neat orderly condition;
- (f) To affect all cutting, fitting, or patching of the Contractor's work required to make the same to conform to the plans and specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

30. Quantities of Estimate

Whenever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the bid proposal, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or decrease them as may be deemed necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or decrease shall in no way vitiate this contract, nor shall any such increase or decrease given cause for claims or liability for damages.

31. General Guarantee

Neither the final certificate of payment, nor any provision in the contract documents, nor partial or entire occupancy by the Owner, shall constitute an acceptance of work not done in accordance with the contract documents, or relieve the Contractor of liability in respect to any express warranties, or responsibility for any faulty material or workmanship. The Contractor shall remedy any defects in the work and pay for any damage for other work resulting therefrom that shall appear within a period of one year from the date of completion of work unless a longer period is specified. The Owner will give notice of observed defects promptly.

32. Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of this contract shall be in writing, and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at the Contractor's last given address, or delivered in person to said Contractor or the Contractor's authorized representative at the work site.

33. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and the contract shall be read and enforced as though it were included herein; and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

34. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion of the project by the Owner before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor.
- (b) Secures consent of the Surety.

(c) Secures endorsement from the insurance carrier(s) permitting occupancy of the building or use of the project during the remaining period of construction.

35. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of such delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay, with such determination set forth in writing.

36. Governing Law and Venue

It is agreed by the contractor that this contract shall be governed by the laws of Washington State. The venue for any lawsuit relating to this contract shall be Snohomish County, Washington. Contractors shall include a "Stipulation of Venue in Snohomish County" in all subcontracts hereunder. Should the Contractor or subcontractor be a non-resident of Washington State, each shall designate a Washington resident as agent upon whom process may be served before commencing work under this contract.

37. Disputes and Litigation

Failure on the part of the Owner or the authorized representatives or either to discover and condemn or reject bad or inferior work or materials shall not be construed as an acceptance of any such work or materials, on the part of the improvement in which they may have been used.

To prevent disputes and litigations, it is further agreed by the parties hereto that the Owner shall determine the quantity and quality of the several kinds of work embraced in these improvements and shall decide all questions relative to the execution of the work and in interpretation of the Plans and Specifications.

38. Performance Bond and Labor and Materials Payment Bond

The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations including labor and material payments arising during the Contract. These Bonds shall be provided as required in the Bidding Documents or in the Contract Documents.

39. Definition of Completion

The word "Completion", as used in the General Conditions and Specifications, shall be defined as "substantial completion". The date of substantial completion is the date certified by the Owner as the date construction is sufficiently complete, in accordance with the contract documents, as to allow the Owner to occupy the project or designated portion thereof, for the use for which it is intended.

40. Traffic Control Labor (if applicable)

The Contractor shall furnish all personnel for flagging and for the setup and removal of all temporary traffic control devices and construction signs necessary to control traffic during construction operations. Flaggers shall have a current certification (flagging card) from the State Department of Labor and Industries (WAC 296-155-305). Employees of the Contractor engaged in flagging or traffic control shall wear reflective vests and hard hats. The vests and hard hats shall be maintained by the Contractor in a neat, clean, and presentable condition. Upon completion of the work, the Contractor shall return any Contracting Agency furnished equipment in good condition to the Engineer or replace it in kind. The Contractor shall be charged for such equipment and the Contracting Agency will deduct the value from the Contractor's payment if it is lost or not returned in good condition. Any such apparel or equipment that is necessary or desirable to protect workers, engaged in other activities will be the Contractor's responsibility.

41. Safety

The Contractor shall perform all work with due regard for the safety of their staff, other Contractor staff, Owner staff & representatives and the public.

The Contractor expressly undertakes, at the Contractor's own expense:

- (a) To take every precaution against injury to persons.
- (b) To protect the lives and health of employees performing the work and other persons who may be impacted by the work.
- (c) To initiate, maintain and supervise all safety precautions and programs related to the performance of the work in accordance with OSHA, WISHA and the Owner's safety requirements including Hot Work permits and with all applicable federal, state, local and city regulations, laws, ordinances and building codes.
- (d) To erect, maintain and provide all necessary safeguards for protection such as caution notices/tape/cones, barricades, fencing, fall-arrest devices, personal protective clothing & equipment, 1st aid kits, eye wash station, site cleanup activities, etc.
- (e) To designate a Safety Supervisor who will be on the work site at all times. The Safety Supervisor shall provide safety management on the project and serve as the Competent Person if required by code. The Safety Supervisor shall have the authority to stop or redirect all work activities in the interest of safety.
- (f) To submit a site-specific accident prevention plan to the Owner before starting the work if required by code.
- (g) To develop, implement and submit a written fall protection work plan to the Owner if required by code.
- (h) To ensure all personnel and visitors to the site comply with work safety plans and provide Owner documentation of all violations including correction action taken.
- (i) To provide all persons working on the project information and applicable training regarding hazardous materials at the work site and whenever a new hazard is introduced into the work area. The Owner expects the Contractor to educate on-site staff regarding known and potential hazardous materials including proper safety protocol.
- (j) To maintain an accurate record of exposure data on all incidents relating to the work resulting in serious injury, occupational disease or death as well as damage to property, materials, supplies and equipment. The Contractor shall immediately report any such incident to the Owner. The Owner shall have the right to access all exposure records at any time.
- (k) To promptly notify the Owner and regulatory agencies of any hazardous spills and pay for associated cleanup costs. The Contractor must perform all hazardous materials work, expected and unforeseen, with due diligence. The Contractor shall carefully coordinate with the Owner, Owner's Representative and other Owner Contractors to complete applicable hazardous materials requirements in proper Work sequence at no additional cost to the Owner unless otherwise expressly provided for in this contract.

42. Emergencies

In case of an emergency, that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Owner in a diligent manner. Any claim for compensation of the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

Where the Contractor has not taken action, but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or as authorized by the Owner.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in a manner provided in paragraph 17 of these General Conditions.

43. Deleted, Terminated or Delayed Work

The Owner may delete work or terminate the Contract in whole or part, at any time, for its convenience and without cause. For payment purposes, deductive work shall be determined by one or more or a combination of the change order methods described in paragraph 17 of these General Conditions and the Owner approved Schedule of Values.

Acceptable materials ordered by the Contractor prior to the date the work was deleted or terminated will be purchased from the Contractor by the Owner at actual cost and shall become the property of the Owner, or the Owner will reimburse the Contractor for the actual costs connected with returning these materials to suppliers.

No claim for loss of anticipated profits or overhead contribution on deleted, terminated or uncompleted work shall be allowed.

No claim for consequential damages of any kind shall be allowed.

The Contractor shall be entitled to time extensions for delays caused by the Owner, but the Contractor shall not be entitled to any adjustment in the Contract price. Contract timelines shall be adjusted as the parties agree. If the parties cannot agree, the Owner will determine the equitable adjustment for Contract completion.

45. Hazardous Materials

- (a) To provide all persons working on the project information and applicable training regarding hazardous materials at the work site and whenever a new hazard is introduced into the work area. The Owner expects the Contractor to educate on-site staff regarding known and potential hazardous materials including proper safety protocol.
- (b) To maintain an accurate record of exposure data on all incidents relating to the work resulting in serious injury, occupational disease or death as well as damage to property, materials, supplies and equipment. The Contractor shall immediately report any such incident to the Owner. The Owner shall have the right to access all exposure records at any time.
- (c) To promptly notify the Owner and regulatory agencies of any hazardous spills and pay for associated cleanup costs. The Contractor must perform all hazardous materials work, expected and unforeseen, with due diligence. The Contractor shall carefully coordinate with the Owner, Owner's Representative and other Owner Contractors to complete applicable hazardous materials requirements in proper Work sequence at no additional cost to the Owner unless otherwise expressly provided for in this contract.

46. DBE Reporting

The Contractor shall agree to the following:

- a. Policy: It is the policy of the Owner that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Contractor shall comply with DBE requirements of 49 CFR Part 26 as applicable to this Agreement.
- b. DBE Obligation: The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate.
- c. The Bidder agrees to insert the above DBE Obligation statement in all subcontracts awarded under this Contract.
- d. Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause

following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors. If the prime withholds payment from the subcontractor without a bona fide reason or without providing prompt written documentation to the Owner, sanctions may be imposed upon the prime contractor. The Owner will determine if the prime is withholding payment without just cause, and interest may accrue on the unpaid amount owed to the subcontractor(s), however if a determination of just cause is made, then no interest will accrue. If interest accrues on the amount due the subcontractor, the prime is responsible for including total amount to the subcontractor at the time of payment. If necessary, direct payments will be made to subcontractors, and deducted from the amount due the prime contractor.

- e. Bidder's List: The Owner is required to create a bidders list, consisting of information about all DBE firms and non-DBE firms (contractors, subcontractors, suppliers, etc.) that bid or quote on DOT-assisted contracts. The Bidder shall submit with his bid the name, address, DBE/Non-DBE Status, age, and annual gross receipts, for each firm submitting a bid or quote. A range of annual gross receipts of the firm shall be reported, rather than an exact amount, as noted below. A bidder who fails to provide complete Bidder's List information with his bid will be considered non-responsive and his bid will be rejected.
- f. Letter of Intent: The Bidder agrees to complete Letter of Intent forms for all DBE subcontractors and suppliers the Bidder proposes to use to complete the work being bid. The Letter of Intent forms shall be submitted with the bid. A separate Letter of Intent form is required for each proposed DBE subcontractor.
- g. Counting DBE Participation: Disadvantaged Business Enterprises may be employed as contractors, subcontractors, or suppliers. Proposed and actual DBE participation under this Contract will be determined in accordance with 49 CFR Part 26, Section 26.55. The Owner will make a running tally of actual payments to DBE firms for work committed to them at the time of contract award. The Owner will also perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to verify that the actual amount paid to DBE subcontractors equals or exceeds (adjusted for actual construction quantities, if applicable) the dollar amounts stated in the letters of Intent.
- h. DBE Certification: (If applicable), the Owner is participating in the Unified Certification Program established by the Washington State Department of Transportation, Civil Rights Bureau. The Owner does not certify potential DBE firms. Therefore, proposed DBE firms must be certified by the Washington State Department of Transportation and listed in the Washington State Department of Transportation Disadvantaged Business Enterprise Directory prior to execution of a contract to count towards DBE achievements.
- i. Documentation: By submitting a bid on this project, the Bidder agrees to maintain records and documents of payments to DBEs for 3 years following the performance of the Contract. These records will be made available for inspection upon request by any authorized representative of the Owner or DOT. This reporting requirement also extends to any certified DBE contractor, subcontractor, or supplier.
- j. The Contractor shall submit their actual DBE subcontractor utilization on a monthly basis throughout the term of the contract. The Contractor shall use the WSDOT DBE Utilization Certification Form.

47. Demonstration of Good Faith Efforts

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. If the contract goal is not met,

evidence of good faith efforts. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contractors may find more information on the DBE program including good faith efforts programs at this website: https://www.snohomishcountywa.gov/2896/Forms

48. Prevailing Wages

The Contractor and sub-Contractors shall comply with all applicable Davis-Bacon and Related Acts including, but not limited to, the following:

The Contractor and sub-Contractors shall pay the highest of either federal Davis- Bacon Wages or Washington State Prevailing Wages including weekend, holiday and overtime work. It may be necessary for the Contractor and sub-Contractors to use a combination of pay scales to comply with the highest rate contingent on job classifications and work schedules. State of Washington prevailing wage rates can be found at https://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp. Contractor shall have sole responsibility to ascertain the applicable prevailing rate for all classifications of labor.

The Contractor and sub-Contractors shall provide actual and anticipated work classifications to the Owner before starting on-site work.

The Contractor shall visibly post correct Davis-Bacon wage determination, any additional classifications, notice to employees and poster at the job site.

The Contractor and sub-Contractors shall pay all employees on a weekly basis.

Before commencing any work under this contract, the Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to pay prevailing wages and provide a copy to the owner.

The Contractor and sub-Contractors shall provide compliant, certified payroll records to the Owner on a weekly basis including identification of first, final and no work weeks. Certified payroll records shall clearly separate and designate fringe benefit details if applicable. The Contractor and sub-Contractors shall also submit weekly payroll statements of compliance with all applicable agencies.

The Contractor and sub-Contractors shall provide apprenticeship registration and documentation details to the Owner on behalf of those workers being reported as apprentices on certified payrolls.

The Contractor and sub-Contractors shall clearly designate apprentices, laborers and journeyman on certified payrolls based on actual work duties.

Contractor and sub-Contractor Owner/Operators shall not certify their own prevailing wages.

Contractor understands and agrees that each invoice for payment submitted to the owner shall state that wages have been paid in accordance with the prevailing wage rules promulgated by the State of Washington. Contractor further understands that the Owner will remit for wages invoiced at the rates reported in the certified payroll reports.

The Contractor and sub-Contractors shall provide employee names, addresses and social security numbers, including apprentices, to Owner for on-site and mail-in compliance interviews. The Contractor and sub-Contractors shall ensure Owner access for employee interviews.

The Contractor and sub-Contractors shall cooperate fully with Owner staff to review and determine compliance including requests for information after work completion. The Contractor and sub-Contractors shall keep all

applicable personnel, payroll, scheduling, staffing, apprentice, etc. records for a minimum of six (6) years after project completion.

No contract will be awarded to any Contractor whose name appears on the federal (GSA) excluded parties/debarment list. Additionally, no contract will be awarded to any Contractor or sub-Contractor whose name appears on the debarred contractor list maintained by Washington State Labor & Industries.

Bidders shall submit a Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form incorporated herein by hardcopy. Bidders shall sign and abide by the terms of this certification without modification. Additionally, the successful bidder will be required to submit certifications for sub-Contractors as requested by the Owner.

The Contractor and sub-Contractors are responsible for familiarizing and educating themselves with Davis-Bacon and Related Acts requirements.

The Owner will withhold Contractor progress payments to address identified employee underpayments and until pay discrepancies or paperwork requirements are resolved to the Owner's satisfaction.

Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid and provide a copy to the Owner.

The Contractor shall incorporate the preceding contract language and correct wage determinations into all sub-contracts.

49. FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

50. OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

51. COVID-19 Health and Safety Plan (CHSP)

If requested by Owner, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including Contracting Agency workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards. The plan shall contain the following minimum elements:

The CHSP shall identify all standards, guidance, publications, and sources on which it is based. Those standards may include references to OHSA, WISHA, and CDC publications that are current at the time the CHSP is prepared.

The CHSP shall identify a responsible individual from the Contractor who is responsible for implementation of the CHSP. The individual(s) contact information shall be listed in the CHSP.

The CHSP shall specifically identify the project for which it is applicable, and if applicable, shall address project work areas outside the project limits such as staging areas or yards.

The CHSP shall identify the PPE and administrative and engineered controls necessary to maintain a safe site. This includes but is not limited to: sanitation resources, screening stations, safety briefings, controlling access, and personal protective equipment (PPE) needed to protect workers from COVID-19.

The CHSP shall identify measures for screening and managing workers or visitors to areas identified in the CHSP. The plan shall include procedures should a person exhibit symptoms of COVID-19. The CHSP shall identify how the plan will be updated as new work activities are added with each two week look-ahead schedule. The CHSP updates shall identify the number of workers, crews, work tasks, and the degree of congestion or confinement workers will experience for the work activities in the two-week look-ahead schedule.

The CHSP shall include how the Contractor will ensure everyone on the site has been trained on the CHSP requirements. This includes subcontractors, suppliers, and anyone on the project site.

SUPPLEMENTARY CONDITIONS

The following supplements shall modify, delete, and/or add to the General Conditions or Instructions to Bidders. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provision of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto.

MANDATORY AND SUPPLEMENTAL BIDDER RESPONSIBILITY

Supplement with the following:

The Owner may award this bid in compliance with established Owner procedures and based on one or more of the following criteria:

1. Minimum of five (5) years of construction experience of projects similar in nature.

SAMPLE

CONTRACT DOCUMENTS

These documents will be submitted by the successful bidder within ten (10) days following the Notice of Award.

CONTRACT DOCUMENTS CHECKLIST

THE FOLLOWING FORMS ARE TO BE EXECUTED BY THE SUCCESSFUL BIDDER AND SUBMITTED TO THE COUNTY WITHIN TEN (10) CALENDAR DAYS AFTER THE NOTICE OF AWARD.

(1)	AGREEMENT, INSURANCE REQUIREMENTS.
	This agreement is to be executed by the successful contractor.
(2)	PERFORMANCE, PAYMENT & WARRANTY BOND.
	To be executed by the successful contractor and his/her surety company.
	In an effort to standardize usage of forms, to insure compliance with performance bond requirements and to help expedite processing of contract documents, the successful contractor is requested to utilize the enclosed Performance, Payment & Warranty Bond form rather than their surety's standard form.
	OR
	CONTRACTOR'S OPTION FOR TEN PERCENT RETENTION can be submitted in lieu of the Performance, Payment, and Warranty Bond. If exercising this option, please execute and submit the enclosed Contractor's Option for Ten Percent Retention of Contract Value form.
(3)	CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE. "Contractor's Declaration of Option for Management of Statutory Retained Percentage" - to be executed by the successful contractor.
	OR in Lieu of Retainage:
(4)	RETAINAGE BOND
	(2)

AGREEMENT

This	s agreement (the "AGREEMENT") is made this spital District No. 2, Snohomish County, dba Vei	of rdant Health	,, by a commission (the "OWNER") and	nd between Public I
	·		, doing business as a	
	(Firm Nam			
		duly licen	sed to conduct business in the St	ate of
Wa	(Corporation, Individual, or Partnership) shington (the "CONTRACTOR").			
WI٦	TNESSETH: That for and in consideration of pay	yments and	agreements hereinafter mentione	d:
1.	The term "CONTRACT DOCUMENTS" means as if fully set forth herein:	s and include	es the following, which are incorpo	orated herein by reference
	(A) Notice of Call for Bids(B) Instructions to Bidders(C) Project/Bid Proposal(D) Bid Bond	(I) (J) (K) (L)	Special Conditions Performance & Payment Bond Insurance Requirements Plans & Specifications and/or Technical Specifications	
	(E) AGREEMENT (F) General Conditions (G) Supplemental General Conditions (H) Addenda: No, Dated No, Dated		Bid Award Letter Drawings Change Order	
	and all modifications or changes issued pursu- In the event of an inconsistency between DOCUMENTS, the terms of this AGREEMENT DOCUMENTS, there shall be no order of pred	the terms of shall contro	of this AGREEMENT and any	
2.	The CONTRACTOR will perform theaccordance with the CONTRACT DOCUMEN	TS.	, Bid #	(the "WORK"), in
3.	The CONTRACTOR will commence the WOI proceed (the "NOTICE TO PROCEED") and we the NOTICE TO PROCEED, unless the percontract documents.	vill complete	the WORK within 90 (ninety) cal	endar days from receipt of
4.	The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS			
5.	The CONTRACTOR agrees to perform all of		described in the CONTRACT DO \$), plus applicat	
	tax.			_
Bid	on Public Work Over \$40,000			

- 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.
- 7. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
- 8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 9. The CONTRACTOR shall defend, indemnify and hold the OWNER, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the OWNER.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the OWNER, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

- 10. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 11. **Non-discrimination.** It is the policy of the OWNER to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the OWNER 's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

12. Title VI (Federal) Non-discrimination

It is the policy of the OWNER that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any OWNER sponsored program or activity.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the day and year first written above, and the OWNER has caused this instrument to be executed the day and year first written below.

VERDANT HEALTH COMMISSION		CONTRACTOR		
By Signature Title	Date	BySignature of Company Officer	Date	
Approved as to form:		Printed Name and Title		
Deputy Prosecuting Attorney	Date	Contractor Name		
Bid on Public Work Over \$40,0	00			

Exhibit A

INSURANCE REQUIREMENTS

No Limitation. CONTRACTOR's maintenance of insurance as required by the AGREEMENT shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the insurance to the additional insured, or the OWNER's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance and Limits

CONTRACTOR shall obtain insurance of the types described below:

- Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 aggregate.
 Insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from Premises
 Operations, Products-Completed Operations, Personal Injury/Advertising Injury, and Liability assumed under an
 insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for
 liability arising from explosion, collapse or underground property damage.
- 2. <u>Automobile Liability</u> insurance covering Any Auto (Symbol 1) with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form, providing equivalent liability coverage.3.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- 4. <u>Builders Risk (X Applicable ________ Not Applicable)</u> insurance covering interests of the OWNER, the CONTRACTOR, subcontractors, and sub-subcontractors in the WORK in the amount of the completed value of the WORK with no coinsurance provisions. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage for physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. Deductibles for flood and earthquake perils may be accepted by the OWNER upon written request by the CONTRACTOR and written acceptance by the OWNER. Any increased deductibles accepted by the OWNER will remain the responsibility of the CONTRACTOR. The Builders Risk insurance shall be maintained until final acceptance of the WORK by the OWNER.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk (if applicable) insurance:

- OWNER, its officers, elected officials, agents and employees' shall be named as additional insured including Products-Completed Operations. An Additional Insured Endorsement must be attached to the Certificate of Liability Insurance. The following Additional Insured Endorsements are acceptable: an ISO standard CG 20 10 Owners, Lessees, Contractors – Scheduled Person or Organization AND CG 20 37 Owners, Lessees, Contractors – Completed Operations, or their equivalent.
- 2. Insurance placed with insurers with a current A.M. Best rating of not less than A:VII.
- 3. The CONTRACTOR's insurance coverage shall be primary insurance with respect to the OWNER. Any insurance or self-insurance coverage maintained by the OWNER shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The OWNER reserves the right to approve all deductibles and to receive a certified copy of insurance policies.
- 4. The CONTRACTOR's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the OWNER.

RM Bid Pkg Form Rev (2015/04)

C. Contractor's Insurance for Other Losses

The CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CONTRACTOR's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, or the CONTRACTOR's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

D. Waiver of Subrogation

The CONTRACTOR and the OWNER waive all rights against each other any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance (if applicable) or other property insurance obtained pursuant to the Insurance Requirements provisions of this CONTRACT or other property insurance applicable to the WORK. The policies shall provide such waivers by endorsement or otherwise.

E. Verification of Coverage

CONTRACTOR shall furnish the OWNER with a Certificate of Insurance and a copy of the amendatory endorsements, including but not necessarily limited to the Additional Insured Endorsements, evidencing the compliance with the required insurance by the CONTRACTOR before commencement of the WORK.

Before any exposure to loss may occur, the CONTRACTOR shall file with the OWNER a copy of the Builders Risk insurance policy (if applicable) that includes all applicable conditions, exclusions, definitions, terms and endorsements related to the WORK.

The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

CONTRACTOR shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the CONTRACTOR (with the exception of Builders Risk insurance, if applicable). At the request of the OWNER, the CONTRACTOR shall provide evidence of such insurance.

Pag	ie	1	of	2

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BOND NO.____

PERFORMANCE, PAYMENT & WARRANTY BOND RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that,	doing
NIOW ALL PERSONS BY THESE PRESENTS, that,	(Name of Contractor)
business as an	and licensed to do business in the State of
(Individual, Partnership, or Corporation organized under the	he laws of the State of)
Washington as a contractor, as PRINCIPAL, and	as a
	(Name of Surety)
corporation organized under the laws of the State of	and authorized to transact business
(if not corp. explain) heirs, executors, administrators, successors and assigns, are
in the State of Washington as a surety, as SURETY, their	heirs, executors, administrators, successors and assigns, are
	al District No. 2, Snohomish County, Washington, dba Verdant
Health Commission, nereinafter called OWNER, for paymer	nt in the sum of Dollars to this obligation, that surety is bound by the laws of the State
(\$). Surety agrees that in all matters relating of Washington and that surety is subject to the jurisdiction of	
or washington and that surety is subject to the jurisdiction of	Title State of Washington.
THE CONDITION OF THIS OBLIGATION IS THAT: WHER	REAS, on the day of, 20, the PRINCIPAL
executed a contract with the OWNER for	. <u></u>
Project Name:	
Project Number:	Bid Number:
certain work, to-wit: that the PRINCIPAL will undertake and	provisions of the contract, agreed to furnish all material and do d complete the project identified above according to the maps, aid contract, which contract as so executed, is attached hereto, t hereof as fully for all purposes as if set forth at length.
provisions of said contract in all respects and shall well and to be performed under said contract, upon the terms propossame is accepted by the OWNER, and shall pay all labore persons who shall supply such contractor or subcontractor	nd truly observe and comply with the terms, conditions, and truly and fully do and perform all matters and things undertaken ed therein, and within the time prescribed therein, and until the ers, mechanics, subcontractors and material persons, and all with provisions and supplies for the carrying on of such work, cording to law, then this obligation is to be void, otherwise to
WITNESS our hands this day of,,	·
PRINCIPAL	
Name:By:	
·	(Signature of Authorized Rep.)
A dalan	
Address:	/Tuned Name of Authorized Dan
	(Typed Name of Authorized Rep.)
Title	

^{*}This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

(REFERENCE - CHAPTERS 60.28 AND 39.12 RCW)

Pro	ject Name:		#
I he	reby elect to have the	e retained percentage of this contract: (Choose One as may be applicable)
A.	FUNDS TO BE HEL	D BY AGENCY:	
	necessary releases	from the department of revenue and th	0) days after date of final acceptance, or until receipt of all e department of Labor and Industries and settlement of any nd in accordance with Chapters 60.28 and 39.08 RCW.
	Date:	Signed:	
В.	FUNDS TO BE PLA	CED IN SAVINGS ACCOUNT:	
	association, not subj releases from the de under Chapter 60.28	ect to withdrawal until thirty (30) days a epartment of revenue and the department	nt in a bank, mutual savings bank, or savings and loan fter date of final acceptance, or until receipt of all necessary ent of Labor and Industries and settlement of any liens filed ordance with Chapters 60.28 and 39.08 RCW. Interest on
	If this option is sele Percentage Holding		Savings" or the attached "Time Deposit Escrow Retained
	Date:	Signed:	
C.	FUNDS TO BE PLA	CED IN AN ESCROW ACCOUNT CH	OSEN BY CONTRACTOR:
	releases from the de	epartment of revenue and the departme	designate a bank or date of final acceptance, or until receipt of all necessary ent of Labor and Industries and settlement of any liens filed ordance with Chapters 60.28 and 39.08 RCW.
	Submit 3 signed esc	row agreements from your bank and a	ttach to this option form.
	When the monies reserved are to be placed in escrow, the OWNER shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the OWNER and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.		
		w and investing it as authorized by st	costs or fees incurred as a result of placing said retained atute. The OWNER shall not be liable in any way for any
	Date:	Signed:	
C.	BOND IN LIEU OF I	RETAINAGE:	
	Effective until sixty (RCW.	60) days following completion date of	the work and in accordance with Chapters 60.28 and 39.12
	Date:	Signed:	

ASSIGNMENT OF SAVINGS OR TIME DEPOSIT ESCROW RETAINED PERCENTAGE HOLDING ACCOUNT

The undersigned	hereby	y referenced to as "Contractor" has
directed Public Hospital District No. 2, Sno	ohomish County, Washington, dba Verdant Hea	alth Commission herein referred to
as "Owner" to deliver its warrants or chec	ks payable to	, hereinafter the "Bank" and
the Contractor jointly. Such warrants or	checks shall be deposited to Account #	as an Escrow
Retained Percentage Holding Account.		
All deposits to the account shall not be su	ubject to withdrawal until the Bank is notified by	the Owner, in writing, authorizing
the release of such funds. All interest ear	ned on this account shall be paid to the Contrac	ctor. Any costs or fees incurred as
a result of placing the said retained perce	ntage funds in this account shall be paid by the	: Contractor.
Contractor	 Owner	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Address:	Address:	
Date:	Date:	
Bank		
Signature:		
Name:		
Title:		
Address:		
Phone:		
Date:		



PHD #2 ESCROW AGREEMENT INSTRUCTIONS

Attached are three escrow agreements to be completed by your company and forwarded to your escrow agent for completion and retention as follows:

- 1) Have the escrow agent retain one completed signed agreement
- 2) Retain one completed agreement for your files
- 3) Return the third completed agreement to:

Dept/Division: Address:	
If you have any questions, contacta	at (425) - , ext



Contract No.:	Public f	Public Body: PHD #2		
Project Name:	Comple	Completion Date:		
ESCROW AGREEMENT				
TO:		_ ESCROW AGENT		
(ESCROW AGE	NCY AND BRANCH)			
ESCROW AGENCY A	DDRESS	CITY		
WASHINGTONZIP CODE				
This Escrow Agreement is for the investment of th 38, Laws of 1970, amending RCW 60.28.011, 60.		ntract in accordance with Chapter		
The Undersigned,has directed Public Hospital District No. 2, Snohoreferred to as the Public Body, to deliver to you Contractor jointly. Such warrants, checks or draft instructions and upon the terms and conditions he	u its warrants, checks or drafts which ts are to be held and disposed of by you	shall be payable to you and the		

INSTRUCTIONS

- 1. Upon delivery to you, warrants, checks or drafts made payable to you and the Contractor jointly shall be endorsed by you and forwarded for collection. The moneys from all such warrants, checks or drafts received hereunder shall be used by you to purchase bonds or other securities selected by the Contractor and approved by the Public Body. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided said direction otherwise conforms with the restrictions on investments recited herein. The Contractor, subject to express written approval of the Public Body, may select other bonds or securities, except stocks.
- 2. The investments selected by the Contractor, approved by the Public Body and purchased by you must mature on or before the date set for the completion of the contract, including extensions thereof. After the completion date of the contract, you shall not be required to invest the money held by you and derived from the sale or redemption of matured investments until authorized to do so by the Contractor and the Public Body, which authorization shall include the completion date of the extension.
- When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
- 4. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the Public Body's warrants) except in accordance with the written instructions from the Public Body. Compliance with such instructions shall relieve you of any further liability related thereto.
- 5. In the event the Public Body orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you, hereunder, to the Public Body.



- The Contractor agrees to pay you for your services and hereunder compensation in accordance with your published schedule of Escrow Fees - Public Works Contracts. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the Public Body directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
- 7. This agreement shall not be binding until executed by the Contractor and the Public Body and accepted by you.
- 8. This instrument contains the entire agreement between you, the Contractor, and the Public Body with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
- The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instru- and do hereby execute this agreement on this		
(Contractor)	(Public Body)	PHD# 2 DBA Verdant Health Commission
Ву		
(Title)		
(Address)	(Date)	
(City, State, Zip code)	_	
(Tax Identification No.)	_	
The above escrow instructions received and accepted this	s day of	, 20
E	SCROW AGENT	
By	UTHORIZED OFFI	CER

BOND NO.	
----------	--

PHD #2 RETAINAGE BOND (Bond In Lieu of Retainage - RCW 60.28)

KNOW ALL PERSONS BY THESE PRESENTS, THAT	
a corporation organized unde	r the laws of the State of
	State of Washington as a contractor, as Principal, and corporation
organized under the laws of the State of	and registered to transact business in the
State of Washington as surety, as Surety, their heirs, execut and severely held and bound to Public Hospital District No. 2 Commission, hereinafter called "District," and are similarly be created by RCW 60.28, in the sum of five percent (5%) or described below.	ors, administrators, successors and assigns, are jointly 2, Snohomish County, Washington, dba Verdant Health neld and bound unto the beneficiaries of the trust fund
THE CONDITIONS OF THIS BOND OBLIGATION ARE THA	JT:
WHEREAS, on the day of, 20 District for:	, the Principal executed a contract with the
Project Name: Verdant Health Commission Co Highway 99, Edmonds, Washington 9802	
Contract Number	
; and	

WHEREAS, said contract and RCW 60.28 require the District to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal on estimates during the progress of the construction, hereinafter referred to as earned retained funds;

AND WHEREAS, the Principal has requested that the District not retain any earned retained funds as allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the surety is held and bound to the District and to the beneficiaries of the trust fund created by RCW 60.28 in the sum of five percent (5%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work, addition of new items of work, or otherwise, hereafter referred to as the final contract cost. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, and all trust fund purposes of RCW 60.28 have been met, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the District.

IT IS FURTHER EXPRESSLY AGREED THAT:

- 1. The liability of the Surety under this bond shall not exceed five percent (5%) of the final contract cost, if no monies are retained by the District on estimates during the progress of construction.
- 2. The District reserves the right to resume the actual withholding of earned retained funds according to the contractor's designated option for management of Retainage under RCW 60.28.010(2). In the event the District resumes withholding of earned retained funds, the liability of the Surety under this bond shall not exceed the actual amount of the earned retained funds which have been released and are not currently held by the District.
- The Surety hereby consents to and waives notice of any extension in the time for performance of the contract, assignment of obligations under the contract, or contract alteration, amendment, or change order.
- 4. Any suit under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

- 5. Until written release of this obligation by the District, this bond may not be terminated or canceled by the Principal or the Surety for any reason. Any extension of time for the Principal's performance on the contract, assignments of obligations under the contract or any amendment to the contract of any kind shall not release the Surety from its obligation under this bond.
- 6. RCW 60.28 authorizes the District to substitute a retainage bond in lieu of ever actually retaining earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law
- 7. Any claim or suit against the District to foreclose the liens provided for by RCW 60.28 shall be effective against the Principal and Surety and any judgment under RCW 60.28 against the District shall be conclusive against the Principal and the Surety.

WITNESS our hands thisday of	,
SURETY:	PRINCIPAL:
(Name)	(Name)
Attorney-in-Factfor Surety	(Address)
(Typed Name)	(City, State, Zip Code)
(Name of Local Office or Agent)	(Signature of Authorized Representative)
(Address of Local Office or Agent)	(Typed Name of Authorized Representative)
(City, State, Zip)	(Title)
(Area Code and Phone Number)	(Area Code and Phone Number)
ACCEPTED: DISTRICT	
	DATED

*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-fact.

END OF SECTION

SECTION 01 10 11 CONTRACT TIME & SEQUENCE

PART 1 - GENERAL

1.1 DESCRIPTION

A. This section specifies the requirements of the following:

Contract time.

Contract administration sequence.

Work sequence requirements.

PART 2 - CONTRACT TIME AND LIQUIDATED DAMAGES

2.1 CONTRACT TIME ALLOTTED

A. The work associated with:

BUILDING DEMOLITION - 21558 Highway 99, Edmonds, WA 98020

- B. Provide overtime as required without additional cost to Owner. Schedule is aggressive and Owner grants Contractor ability to make moderate noise 7 AM to 7PM, seven days a week, including holidays. Overtime on weekdays and weekends is required to meet schedule and is to be included in basic bid.
- C. Include expedited preparation of shop drawings, coordination drawings, material ordering, shipping / air freight as necessary to meet schedule in base bid.

SECTION 01 10 11

D. This portion of the work shall be Substantially Complete within 90 (ninety) calendar days. Anticipate 7 (seven) calendar days from Bid Due Date to Notice of Intent to Award Contract. Assuming 30 (thirty) calendar days for Execution of Contract and Provisioning of Bond and Insurance, a date of August 15th, 2025, could be anticipated for Notice to Proceed. Contract time may be changed only by Section 01 26 00, Contract Modifications.

2.2 SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- A. Time is of the essence of each and every portion of this contract. The Contractor shall prosecute the work regularly, diligently, and uninterrupted at a rate of progress to ensure completion thereof within the time specified.
- B. Affidavit for payment and subsequent release of retainage shall be based on the total retainage for all work as defined in Section 01 10 00, Summary of Work. Submit Payment Application as outlined below.

AIA Document G702 (Section 01 29 00, Payment Procedures) covering total work to date.

AIA Document G703 (Section 01 29 00, Payment Procedures) to itemize each part of work as invoiced to the schedule of values for that part of work.

2.3 LIQUIDATED DAMAGES

A. Liquidated Damages for the project are Two Thousand Dollars (\$ 2000.00) per day. Liquidated damage will be charged if the Contractor fails to reach substantial completion within 90 calendar days after Notice to Proceed.

PART 3 - CONTRACT ADMINISTRATION SEQUENCE

3.1 DEFINITION

- A. Contract administration shall proceed in the following sequence. Deviations, if any, shall be only as approved by Owner.
- B. Responsibility for activities shall be per Unconditional Notice to Proceed.
- C. Refer to Specification Divisions and drawings for further requirements.

3.2 COMMENCEMENT OF THE WORK

A. Shall occur upon issuance of Unconditional Notice to Proceed.

3.3 PRECONSTRUCTION CONFERENCE

A. Submit at this time the following:

Construction CPM and Progress Schedules, per Section 01 30 00.3.1.

3.4 FIRST PROGRESS PAYMENT

- A. Submittal of Application for Payment No. 1 (Section 01 29 00, Payment Procedures) shall be preceded by the submittal and approval of the following (submit a minimum of 10 working days prior to application for payment):
 - 1. Schedule of Values
 - 2. Updated Construction CPM and Progress Schedules
 - 3. Submittal Schedule

SECTION 01 10 11

3.5 SUBSEQUENT PROGRESS PAYMENTS

- A. Submittal of Application for Payment (Section 01 29 00, Payment Procedures) shall be accompanied by the submittal of documentation as outlined below.
 - 1. Updated Construction Progress & CPM Schedules
 - 2. Affidavit of materials stored on and off site, if applicable

3.6 SUBSTANTIAL COMPLETION PAYMENT, OCCUPANCY

A. Submission of Certificate of Substantial Completion (Section 01 29 00, Payment Procedures) to be submitted at the conclusion of each phase of the Work.

3.7 COMPLETION, ACCEPTANCE, AND FINAL PAYMENT

A. Submission of documentation as required by the Owner and/or described in Section 01 29 00, Payment Procedures. Final payment of retained percentage shall be for all work; partial payment of retained percentage shall not be allowed.

PART 4 - WORK SEQUENCE REQUIREMENTS

4.1 GENERAL

A. The Contractor shall schedule and supervise the work to accomplish completion within the contract time, including completion of the various phases indicated prior to commencement of the subsequent phase(s) as the project dictates. Include scheduling of closeout of each phase and mobilization for subsequent phases.

SECTION 01 10 11

21558 Highway 99, Edmonds, WA 98026

CONTRACT TIME & SEQUENCE

B. The Contractor shall schedule any work that impairs Owner's facility operations in advance with the Owner, at no extra cost to Owner.

END OF SECTION

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY THE CONTRACT DOCUMENTS

- a) Building, foundations, and slab on grade to be removed completely
- b) Any voids in grade left after demolition to be infilled with compacted gravel, level gravel with adjacent asphalt, slope to drain as required.
- c) Asphalt on the site to remain Verdant intends to leave the asphalt with existing parking in place to use as overflow parking after the building is demolished
- d) Utilities to be capped at the building perimeter and/or property line making it easier to address the contaminated soil removal later.
- e) Utility lines under existing asphalt to remain
- f) Storm drainage system under existing asphalt to remain
- g) Contaminated soil must remain in place during Phase 1. Refer to attached reports. Remediation of the contaminated soil is not in the scope of this project and will be part future work in Phase 2.
 - If contaminated soil is disturbed and suspected/identified, the contractor shall follow Ecology's guidance for petroleum contaminated sites: https://apps.ecology.wa.gov/publications/documents/1009057.pdf
 - The Contractor shall have staff with HAZWOPER training available if contaminated soils are observed.
- h) There are decommissioned below grade fuel tanks on the site. The tanks remain during Phase 1 and will be part of future work in Phase 2.
- i) Install solar powered parking lights per construction documents
- j) Demolition Permit is issued and ready for pick up at the City of Edmonds Building Department. The cost of permit issuance must be included in the bid.
- k) SEPA review is not part of Verdant Health Commission Community Building Demolition Phase 1 - 21558 Highway 99, Edmonds, WA 98026. SEPA Review will happen during future Phase
- I) SEPA review is not part of Phase 1. SEPA review will happen during future Phase 2.

1.02 CONTRACTS

A. Perform the Work under a single, fixed-price Contract.

1.03 PRE-ORDERED PRODUCTS

- A. Not used
- B. Not used
- C. Not used

- D. The Contractor's responsibilities for pre-ordered products shall be the same as for products furnished by him for incorporation in the Work.
- E. Products ordered by the Owner, to be purchased by the Contractor, are described in various individual Specification SECTIONS.

1.04 WORK RESTRICTIONS

A. Access to Site:

- 1. Notify the Owner, adjacent property owners, and local governing agencies, as applicable, a minimum of 48 hours in advance of performing Work which necessitates closing or interfering with traffic on public thoroughfares, parking areas, and driveways. Obtain written permission prior to effecting such closures and interruptions.
- 2. The Owner or Architect will designate an entrance to the Project Site for the Contractor's use.
- B. Use of Premises:
- 1. Use of the premises for Work, storage, and vehicular parking shall be limited to the areas designated by the Owner. Refer to SECTION 01 50 00 1.10, for map of designated area.
- 2. If the areas on the premises are not sufficient, obtain and pay for the use of additional Work, storage, and parking areas needed.

1.05 ADJACENT SITE CONDITION SURVEY

- A. Prior to commencement of Work, the Contractor, Owner, and Architect shall jointly survey the adjacent site, adjacent buildings, paving, plant life, and other items, noting and recording existing damage such as cracks, sags, loose masonry, unhealthy plant life, and other damage.
- B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement or movement due to demolition and construction operations.
- C. Such damage, as noted, shall be suitably marked on the item, if possible, and the official record of existing damage shall be signed by the parties conducting the survey.
- D. Cracks, sags, or other damage to the site and adjacent buildings, paving, plant life, and other items not noted in the original survey but subsequently observed shall be reported in writing immediately to the Owner.

1.06 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show existing above- and below-grade structures; drainage lines; storm drains; sewers; water, gas, electrical, and other similar installations which are known to exist in the area of the Work.
- B. Locate these existing installations before proceeding with excavation or other operations which could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work, all at no increase in the Contract Sum.
- C. Additional utilities and portions of structures whose locations are unknown but are suspected to exist be alert to their existence. If such utilities are encountered, immediately report to the Owner for disposition of same.
- D. In addition to reporting, if a structure or utility is damaged, take appropriate action as provided in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

SUMMARY OF WORK

E. Additional compensation or extension of time on account of below-grade structures or utilities not shown or otherwise brought to the Contractor's attention, including reasonable action taken to protect, relocate, or repair damage to same, as required, shall be determined as provided in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

1.07 USE AND OCCUPANCY OF WORK PRIOR TO ACCEPTANCE BY OWNER

A. The Owner may use and occupy the Work before formal acceptance under the following conditions:

- 1. A Certificate of Substantial Completion shall be prepared and executed as provided in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS. The Certificate of Substantial completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Work.
- 2. Occupancy by the Owner shall not be construed as being an acceptance of that part of the Work to be occupied.
- 3. Contractor will not be held responsible for any damage to the occupied portion of the Work resulting from the Owner's occupancy.
- 4. Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims on behalf of the Owner or Contractor against each other.
- 5. If required by the Owner for areas it has beneficially occupied, make available, on a 24-hour-a-day, 7-day-aweek basis, utility services, heating, and cooling as are in condition to be put in operation when such beneficial use and occupancy occurs. Be responsible for the operation and maintenance of such equipment while it is so operated until the Work is complete and the affected areas occupied, at which time operation and maintenance of such equipment will be assumed by the Owner when Contract requirements for such equipment have been met.
- 6. Make an itemized list of each piece of equipment operated during beneficial occupancy, with the date operation commences; submit it to the Architect, who will transmit it to the Owner. This list shall be the basis for the commencement of guarantee periods on the equipment being operated for the benefit of the Owner's occupancy.
- 7. Owner will pay the utility costs associated with its occupancy during construction.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. This SECTION describes administrative and procedural requirements for Contract Modifications.

1.02 DEFINITIONS

- A. Change Request (CR): Written request, issued by the Contractor to the Architect after the date of the Contract, that proposes changes to the Contract Documents to cover latent or unforeseen conditions.
- B. Proposal Request (PR) is a written description, narrative and/or graphic in form and issued by the Architect to the Contractor after the date of the Contract, that proposes changes in scope of Work of the Contract Documents by additions, deletions, clarifications, and/or corrections. A PR is not a Change Order, a Construction Change Directive, or direction to proceed with the Work described in the PR.
- C. Refer to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and other Contract Documents for further information.

1.03 CONTRACT MODIFICATIONS

- A. General: Contract Modifications will be executed in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.
- B. Proposal Request (PR):
 - During the course of the Work, the Architect may issue PRs as needed. The
 Architect will identify each PR with a sequential number (e.g., PR-001, PR-002,
 PR-003, etc.) and, if amendments to an PR are required, the Architect will
 identify each amendment with a numeric suffix (e.g. PR-001.1, PR-001.2, PR001.3, etc.) to the original PR number.
 - A PR may result in a Contract Modification involving Contract Sum and/or Contract Time.
 - 3. Upon receipt of an PR, the Contractor shall promptly review the Work described in the PR and, within the time limit noted, respond in writing to the Architect as to whether or not the described Work will require a Contract Modification to adjust the Contract Sum and/or Contract Time. If the PR does not stipulate a time limit, the Contractor shall respond to the Architect within ten (10) calendar days of its receipt of the PR.
 - For PRs that necessitate a Contract Modification to the Contract Sum and/or Contract Time:

- a. The Contractor shall submit its written proposal for the Work described in the PR to the Architect for review and action. Contractor's proposal shall include:
 - 1) Contractor's price quotation in the form of a detailed breakdown, indicating the amount of adjustment to the Contract Sum. The price breakdown shall be itemized by each trade and task and shall show all labor, materials, equipment, other costs, markups, overhead, and profit. Price limitations shall be as specified in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS or as otherwise stipulated in the Contract.
 - 2) An updated Construction Schedule in accordance with SECTION 01 32 00 "CONSTRUCTION PROGRESS DOCUMENTATION" 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. Include a written justification for extension of Contract Time.
- b. The Contractor shall submit its written proposal within fourteen (14) calendar days of the date of its receipt of the PR or within other time period as mutually agreed among the Owner, Contractor, and Architect.
- c. Upon the Architect's request, the Contractor shall promptly submit additional information needed by the Architect to properly evaluate the Contractor's proposal.
- d. The Architect will review the Contractor's proposal and make a recommendation to the Owner regarding action. Backup data submitted by the Contractor with its Applications for Payment may be used as a basis for recommendations relative to costs submitted with the proposal.
- e. Owner may accept or reject the Contractor's proposal, request further documentation, and/or negotiate acceptable terms with the Contractor.
- Architect will advise the Contractor of the Owner's decision regarding the Contractor's proposal.

C. Contractor-Initiated Proposals:

- If latent or unforeseen conditions require a Contract Modification to the Contract Sum and/or Contract Time, the Contractor may propose changes by submitting a Change Request (CR) to the Architect for review and action and an informational copy to the Owner.
- 2. Identify each CR with a sequential number (e.g. CR-001, CR-002, CR-00E, etc.). If amendments to a CR are required, identify each amendment with a numeric suffix (e.g. CR-001.1, CR-001.2, CR-001.3, etc.) to the original CR number.
- 3. In each CR include:

- a. A complete detailed description of the requested change.
- b. Contractor's statement outlining the reason for the CR and the effect of the requested change on the Work.
- c. Contractor's price quotation in the form of a detailed price breakdown, indicating the amount of adjustment to the Contract Sum. The price breakdown shall be itemized by each trade and task and shall show all labor, materials, equipment, other costs, markups, overhead, and profit. Price limitations shall be as specified in the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS or as otherwise stipulated in the Contract.
- d. An updated Construction Schedule in accordance with SECTION 01 32 00 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. Include a written justification for extension of Contract Time.

D. Construction Change Directives:

- During the course of the Work, the Architect may issue written Construction Change Directives (CCDs) to the Contractor for changes in the Work which, if not implemented expeditiously, might delay the Project.
- 2. Architect will issue CCDs in writing in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.
- 3. Architect will identify each CCD with a sequential number (e.g. CCD-001, CCD-002, CCD-003, etc.) and, if amendments to an CCD are required, the Architect will identify each amendment with a numeric suffix (e.g. CCD-001.1, CCD-001.2, CCD-001.3, etc.) to the original CCD number.

E. Architect's Supplemental Instructions:

- During the course of the Work, the Architect may issue additional instructions and/or interpretations or order minor changes in the Work not involving adjustment of the Contract Sum or Contract Time. Such instructions, interpretations, and orders will be issued in the form of Architect's Supplemental Instructions.
- 2. Architect's Supplemental Instructions will be issued in writing in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

1.04 CHANGE ORDERS

A. Contractor's proposals that are accepted by the Owner will be finalized by a Change Order to the Contract. The Change Order shall constitute full compensation and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, and loss of efficiency or productivity related to any Work either covered or affected by the change in the Work or related to the events giving rise to the Contract Modification.

В. Upon proper execution of the Change Order, the Contractor shall proceed without delay with the Work described in the Change Order in accordance with the requirements of the Contract Documents.

END OF SECTION

SECTION 01 26 13

REQUESTS FOR INFORMATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. This SECTION includes administrative and procedural requirements for Contractor's Requests for Information.

1.02 DEFINITIONS

- A. Request for Information (RFI) is a written, good faith effort by the Contractor to facilitate construction and to interpret the Architect's intent.
- B. Refer to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and other Contract Documents for further information.

1.03 REQUESTS FOR INFORMATION

- A. The Contractor may submit to the Architect a written Request for Information (RFI) if one of the following conditions occurs:
 - Contractor discovers what appears to be an unforeseen condition or circumstance that is not described in the Contract Documents.
 - Contractor discovers what appears to be a conflict or inconsistency within the Contract Documents and the intent of the Contract Documents cannot be reasonably inferred.
 - Contractor discovers what appears to be an error or omission in the Contract Documents and the intent of the Contract Documents cannot be reasonably inferred.
 - 4. Contractor considers a portion of the Contract Documents is not sufficiently explained or detailed for the Contractor to proceed with that portion of the Work.
 - 5. Contractor who, after a full search of the Contract Documents and upon exercising required due diligence, fails to locate required information.
- B. Contractor shall identify RFIs with sequential numbering (i.e., 001, 002, 003, etc.) with a separate number assigned to each RFI. Resubmittal of apparent unresolved RFI issues shall be on a new RFI form with the initial RFI number amended with a sequential numeric suffix (.1, .2, .3, .4, etc.) until the issue is resolved.
- C. Contractor shall submit each RFI on the form included at the end of this SECTION.
 - Contractor shall fill in all required information. Include additional information, data, sketches and the like on separate sheets as necessary; limit sheet size to 8-1/2 by 11 inches. RFIs without all required information may be returned without action to the Contractor for resubmittal. Resubmittal in accordance with the specified requirements shall be the Contractor's responsibility.

- 2. Contractor's own proposed form may be used, if in the Architect's sole judgment, it is equal to the form included in this SECTION and it contains all pertinent information. Architect may require modifications to Contractor's form for it to be considered equal.
- D. In each request, include the following information, typed or printed legibly in block letters with black ink:
 - 1. Project name as it appears on the Contract Documents.
 - 2. Contractor's RFI identification number.
 - 3. Title of issue.
 - 4. Contract Document reference pertaining to the issue.
 - 5. Description of issue.
 - 6. Contractor's proposed solution.
 - 7. Date of submission to Architect.
 - 8. Date that Architect's response is needed.
 - 9. Urgency (normal or high).
 - 10. Reason for high urgency, if any.
 - 11. Contractor's name and the printed name and signature of Contractor's representative responsible for issuance of the request.
 - 12. Name (individual and company) of responsible for originating RFI and his or her relationship to the Contractor.
 - 13. Photographic image of condition. Furnish digital images if possible.
 - 14. Photocopy of Contract Document or sketch of condition (with dimensions) that pertains to the issue.
- E. Limit each RFI to a single subject or issue. RFIs with multiple subjects or issues may be returned to the Contractor without response. Resubmittal in accordance with the specified requirements shall be the Contractor's responsibility.
- F. Transmit each RFI to Architect and Design Consultants as necessary to expedite the Project and to allow adequate time for review by the Architect, Architect's consultants, Owner, or Owner's consultants, as applicable, without delay to the Work. Do not transmit RFIs directly to the Architect's consultants, Owner, Owner's consultants, or others without copying the Architect.

- G. The Architect will respond to each RFI with a written response in **10 business days** or accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS. For RFIs indicated by the Contractor as "high urgency", Architect will respond as soon as practicable, as circumstances permit. If the Architect cannot respond within the requested time period due to research or consultation requirements, the Architect will notify the Contractor and mutually establish a new return date that will not impact the Construction Schedule.
- H. RFIs that do not meet the requirements of Paragraph 1.03, A of this SECTION will be returned to the Contractor with an explanation for their return.
- I. Inappropriate RFIs, as described hereinafter, will be returned to the Contractor with an explanation for its return but without further action:
 - 1. RFIs that are received by the Architect from an entity other than the Contractor (such as a Subcontractor, Sub-subcontractor, supplier, or others).
 - 2. RFIs that transmit or contain a request for a substitution.
 - 3. RFIs that transmit or constitute a submittal.
 - 4. RFIs that are submitted without the Contractor's thorough review of the Contract Documents or in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or taken as an isolated portion of the Contract Documents in part rather than whole.
 - 5. RFIs that are submitted in an untimely manner without adequate coordination or scheduling of the Work or related trades.
 - 6. RFIs that are submitted as a proposed or requested Change Order or other Contract Modification.
 - 7. RFIs that do not constitute a good faith request for required information.
- J. Contractor shall be responsible for resubmittal of information contained in inappropriate RFIs in accordance with the requirements of the appropriate portion of the Contract Documents.
- K. If information requested by the Contractor in an RFI is apparent from field observations, is contained in the Contract Documents, or can be reasonably inferred from them, the Contractor shall be responsible to the Owner for all reasonable fees charged by the Architect for additional services required to furnish such information. The amount of such additional services may be deducted from the Contract Sum by a Change Order.
- L. Since neither the Owner nor the Architect has any control over the ability of the Contractor or its Subcontractors in interpreting the Contract Documents, the quantity of RFIs submitted by the Contractor shall not be the basis for any claim by the Contractor.
- M. Should the Contractor proceed with Work affected by an RFI before receipt of a written response from the Architect within the time described hereinbefore, that portion of the Work not performed in accordance with the requirements of the Architect's response shall be subject to removal and replacement by the Contractor at no increase in Contract Sum or Contract Time.

REQUEST FOR INFORMATION

END OF SECTION

Attachment: Request for Information form.

REQUEST FOR INFORMATION

	in block letters with black, non-era n on separate sheets as necessa	asable ink. Fill in all the required blanks. Include	
Project Name		RFI Number	
Title of Issue:			
Contract Document Re	ference Pertaining to Issue:		
Drawing Sheet	Specificat	ion SectionArticle/Paragraph	
Description of Issue:			
Contractor's Proposed	Solution:		
Date That Architect's R	esponse is Needed by Contractor: _		
Urgency:			
Normal High	Reason for high urgeno	Reason for high urgency, if applicable:	
Contractor		Name/Company of party originating RFI and Relationship to Contractor	
Signature and printed n	name of Contractor's representative	 Date	

□ Additional sheets are attached.		
Architect's Response:		
Architect's response shall not constitute a Construction Change Directive or an authorization for an adjustment in Contact Sum or Contract Time. If Contractor believes the Architect's response necessitates an adjustment of Contract Sum and/or Contract Time, Contractor shall notify the Owner and Architect in writing in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.		
Signature	Date	
Additional sheets are attached.		
END OF RFI		

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. This SECTION describes administrative and procedural requirements governing the Contractor's Schedule of Values and Applications for Payment.

1.02 SCHEDULE OF VALUES

A. General: Coordinate Schedule of Values with the Construction Schedule specified in SECTION 01 32 00 "CONSTRUCTION PROJECT DOCUMENTATION".

B. Form and Content:

- 1. Type the schedule on 8-1/2 by 11-inch white paper. Contractor's standard forms and automated printout will be considered for acceptance upon request.
- List the installed cost of the component parts of the Work broken down into sufficient detail to serve as a basis for computing values for progress payments during the performance of the Work. For example, in the case of gypsum board Work, identify components such as metal studs, wallboard, accessories, taping, and finishing.
 - a. Further break down mechanical, electrical, plumbing, and fire sprinkler system Work by floor and by rough-in and finish/trim Work.
 - b. Further break down electrical and plumbing rough-in Work by overhead Work, in-wall Work, and finish/trim Work.
 - c. Further break down fire sprinkler system rough-in Work by main line Work, branch line Work, and finish/trim Work.
 - d. Separately identify labor and materials costs for all portions of the Work.
- 3. Identify each line item with the number and title of the respective Specification SECTION.
- 4. For each major line item, list subcosts of major products and operations.
- 5. For the various portions of the Work include a separate line item for the amount of overhead and profit drawn on an even monthly basis.
- 6. Include "contract closeout" as a separate item in the amount of not less than three percent (3%) of the total Contract Sum.
- 7. The sum of all costs listed in the schedule, plus the overhead and profit shall equal the total Contract Sum.

- 8. Revise and resubmit Schedule of Values with each properly executed Change Order and as required by the Architect.
- C. Subschedule of Unit Material Costs:
 - Submit for products on which progress payments will be requested for stored 1. products.
 - 2. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
 - The unit quantity for bulk materials shall include an allowance for normal waste. 3.
 - 4. The unit costs for the materials shall exclude overhead and profit and shall be broken down into:
 - Cost of the material, delivered and unloaded at the Site, with applicable a. taxes paid.
 - b. Installation costs.
 - 5. The installed unit cost multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.
- D. Distribution, one (1) copy each to:
 - 1. Architect.
 - 2. Owner.

1.03 APPLICATIONS FOR PAYMENT

- Billing Meetings: Refer to SECTION 01 31 00 "PROJECT MANAGEMENT AND A. COORDINATION".
- B. Format and Data Required: Submit itemized applications typed on AIA Document G702, "Application and Certificate for Payment" and "Continuation Sheet G703". Forms are available from the AIA.
 - 1. Line items and dollar values shall be from the Schedule of Values accepted by the Architect.
 - 2. Include names, categories of Work, and amounts for Subcontractors.
 - 3. Overhead and profit shall be a line item each month for the Contractor and Subcontractors on their G703 sheets.
 - 4. Include Change Orders approved prior to the last day of the construction period covered by the Application for Payment.
- C. Preparation of Each Application for Payment:
 - 1. Application Form:

- a. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
- b. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.
- c. Execute certification with the signature of a person authorized to bind the contracting firm in such matters.
- d. The Architect will certify Application for Payment in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS and forward it to the Owner's representative, who will authorize payment upon receipt of partial waivers of lien from the Contractor and all Subcontractors for the previous payment.

Continuation Sheets:

- a. Fill in total list of scheduled component items of Work, with item number and the Schedule of Values dollar amount for each item.
- b. Fill in the dollar value in each column for each scheduled line item when Work has been performed or products stored as accepted. Round off values to nearest dollar, unless otherwise specified for the Schedule of Values.
- c. At the end of the Continuation Sheets list each Change Order executed prior to the date of submission. List by Change Order number, description, and breakdown of costs as for an original component item of Work.
- 3. Partial Waivers of Lien: With each application, submit partial waivers of lien from the Contractor and all Subcontractors for previous payment on AIA Document G707A "Consent of Surety to Reduction in or Partial Release of Retainage".

D. Substantiating Data for Progress Payments:

- 1. When substantiating data are required, submit suitable information as specified in SECTION 01 33 00 "SUBMITTAL PROCEDURES", with a cover letter identifying:
 - a. Project.
 - b. Application number and date.
 - c. Detailed list of enclosures.
 - d. For stored products:
 - 1) Item number and identification as shown on application.
 - 2) Specific description of product.
- 2. Submit one (1) copy of data and cover letter for each copy of application.

- E. Contractor's Certification of Hardcopy Record Documents: With each periodic Application for Payment, submit Contractor's written certification that the Hardcopy Record Documents, specified in SECTION 01 70 00 "EXECUTION REQUIREMENTS", have been maintained current with the progress of the Work, including modifications, concealed conditions, field changes, and product selections.
- F. Preparation of Application for Final Payment:
 - 1. Fill in the application form as specified for progress payments.
 - 2. Use Continuation Sheets for presenting the final statement of accounting.
- G. Submittal Procedure:
 - 1. Submit notarized Applications for Payment to the Architect at the times stipulated in the Agreement between the Owner and Contractor.
 - 2. Number: One (1) copy of each application digitally.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Submittal procedures.

1.2 RELATED REQUIREMENTS

- A. Section 01 70 00 Execution and Closeout Requirements: Additional coordination requirements.
- B. Section 01 78 00 Closeout Submittals: Project record documents.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Owner, Architect and Contractor will schedule a meeting at a mutually acceptable time (after Notice to Proceed).

- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Mechanical Engineer
 - 4. Electrical Engineer
 - 5. Owner's Scheduling Consultant
 - 6. Owner's Commissioning Agent
 - 7. General Contractor.
 - 8. Demolition
 - 9. Mechanical, Electrical, Plumbing and Sprinkler Subcontractors
 - 10. Agenda:
 - a. Execution of Owner Contractor Agreement.
 - b. Submission of executed bonds and insurance certificates.
 - c. Electronic Distribution of Contract Documents.
 - d. Submission of list of Subcontractors, list of products, schedule of values, and updated CPM / Submittal & progress schedules.
 - e. Designation of personnel representing the parties to Contract: Owner, Contractor, and Architect.
 - f. Procedures and processing of field decisions, information requests, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - g. Scheduling, and schedule updates.
 - h. ICRA/ISLM plan and procedures.
 - i. Access Requirements / ID badge system.
 - j. Construction site procedures: vehicle access, construction office, staging, on/off site storage, construction parking, etc.
 - k. Safety plan, emergency contacts and procedures.
 - I. Inspections: City, DOH, ICRA, testing agents.
 - Contractor to record minutes and distribute copies via electronic media (email or download site) within two days after meeting to participants, and those affected by decisions made.

SECTION 01 30 00

3.2 PROGRESS MEETINGS

- A. Contractor shall schedule and administer meetings throughout progress of the Work at mutually agreed upon intervals.
- B. Record minutes and distribute copies via electronic media (email or download site) within one day after meeting to participants, and those affected by decisions made. Issue draft of meeting minutes in .DOC format for review. Issue final meeting minutes in PDF format for recording.

3.3 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Sample Warranties
 - 4. Samples for selection.
 - 5. Samples for verification.
 - 6. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Submittals are not Contract Documents. Simultaneously provide one copy to Owner.
 - 7. Submittals and shop drawings can be submitted electronically (via email or download site) or hard copy. Electronically is the preferred method.
 - 8. Samples will be reviewed only for aesthetic, color, or finish selection. Do not submit electronically.
 - 9. Action Stamp: Architect will stamp each submittal with self-explanatory action stamp. Stamp will be marked appropriately to indicate action to be taken:
 - a. NO EXCEPTION TAKEN: Indicates that part of the Work covered by the submittal may proceed provided it complies with requirements of Contract Documents. Final acceptance will depend upon that compliance.
 - b. CONTRACTOR APPROVAL REQUIRED: Indicates that part of the Work covered by the submittal needs review and approval by Contractor prior to review by Architect. Contractor needs to verify that the submittal complies with requirements of Contract Documents. Submittal needs to provide an indication that the Contractor has reviewed the submittal for compliance, errors, omissions, and accuracy.

- c. MAKE CORRECTIONS NOTED: Indicates that part of the Work covered by the submittal may proceed provided it complies with notations and corrections on submittal and with requirements of Contract Documents. Final acceptance will depend upon that compliance. Revision or preparation of new submittals for review by Architect is not required.
- d. SUBMIT REQUESTED ITEMS: Indicates that part of the Work covered by the submittal that is not approved and work shall not proceed with purchasing, fabrication, delivery, or other activity. Provide items requested on submittal prior to obtaining acceptance action mark.
- e. REVISE AND RESUBMIT: Indicates that part of the Work covered by the submittal that is not approved and shall not be proceeded with, including purchasing, fabrication, delivery, or other activity. Repeat as necessary to obtain acceptance action mark.
- f. REJECTED: Indicates that part of the Work covered by the submittal that is not approved and shall not be proceeded with, including purchasing, fabrication, delivery, or other activity.
- 10. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 Closeout Submittals.

3.4 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
 - 8. Submit for Architect's knowledge as contract administrator and/or for Owner. No action will be taken.

3.5 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. 1. Project record documents.
 - 2. 2. Operation and maintenance data.
 - 3. 3. Warranties.
 - 4. 4. Bonds.
 - 5. 5. As-built drawings.
 - 6. 5. Other types as indicated.
 - 7. Submit for Owner's benefit during and after project completion.

3.6 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:

- One electronic copy in PDF format. Submit a copy to the Owner, Architect and appropriate design consultant at time of distribution; an electronically marked up file will be returned. Create PDFs at native size and right-side up; illegible or uneditable files will be rejected.
- 2. Documents for Information: Submit one electronic copy in PDF format.
- 3. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - a. After review, produce duplicates.
 - b. Retained samples will not be returned to Contractor unless specifically noted as such.

3.7 SUBMITTAL PROCEDURES

- A. Provide Owner and Architect with a submittal schedule with anticipated delivery dates. Provide updated schedule when delivery dates change.
- B. Transmit each submittal with AIA Form G810 or otherwise approved form.

- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier, pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 10 workdays excluding delivery time to and from the Contractor for initial submittal. Allow 5 workdays for resubmittal, if marked "Rejected" allow 10 workdays days.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect/Engineer review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested in individual sections will not be recognized or processed.
- M. Under no circumstances will shop drawings / related engineering or other submittals be considered more than 10% of a Schedule of Values line item for payment purposes.

3.8 REQUESTS FOR INFORMATION

A. See section 01 26 13 - Requests for Information.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. This SECTION describes administrative and procedural requirements for managing and coordinating the Work, fire watches, operations schedules, and meetings.

1.02 COORDINATION

- A. General Requirements:
 - 1. Coordinate the Work; do not delegate the responsibility for coordination to a Subcontractor or any other entity.
 - Resolve differences or disputes concerning coordination, interference, or extent of Work of the various SECTIONS.
- B. Coordination of Layouts: NOT USED.
- C. Coordination Drawings: NOT USED
- D. Electrical and Mechanical Coordination: NOT USED.

1.03 FIRE WATCHES

- A. Furnish qualified personnel to maintain on-site fire watch patrols when temporary interruptions and shutdowns to building fire alarm, smoke detection, automatic fire sprinkler, and other building life safety systems are required and when performing alteration or demolition Work that is hazardous to life or property.
 - 1. Fire watch personnel shall be:
 - a. familiar with facilities to be patrolled.
 - b. trained in procedures for sounding alarms and evacuating building occupants in the event of a fire.
 - trained in its use portable fire extinguishing equipment, including practice on test fires.
 - 2. Sole duties of fire watch personnel shall be to perform continuous, diligent patrols of the building and premises for the purpose of:
 - a. watching for the occurrence of fire.
 - b. transmitting an immediate alarm to the building occupants and the fire department in the event fire is detected; and

- c. attempting to extinguish fires when within the capacity of the fire extinguishing equipment available.
- 3. Provide fire watch personnel with not less than one approved means for notification of the fire department.
- 4. Provide fire watch personnel with portable fire extinguishing equipment readily available
- B. Maintain a logbook and record a directory of names, telephone numbers, and other information to assist in making emergency calls and a complete history of patrol rounds. Maintain logbook on the premises and make it available at all times for inspection by the Owner and public authority having jurisdiction.
- C. Comply with requirements of NFPA 101 and other applicable NFPA standards, and public authorities having jurisdiction.

1.04 MEETINGS

- A. Pre-Construction Conference:
 - Prior to commencement of Work, the Architect will schedule and conduct a preconstruction conference to review procedures to be followed during the progress of the Work.
 - 2. Meeting will be virtual or held the Contractor's field office.
 - 3. Required Attendance:
 - a. Owner.
 - b. Contractor.
 - c. Architect.
 - d. Architect's Consultants as requested by the Architect.
 - e. Testing Laboratory.
 - 4. Identify, review, and resolve anticipated and discovered conflicts, incompatibilities, and inadequacies of procedures, if any, at the meeting.
 - 5. Contractor shall take accurate meeting notes and distribute notes to attendees before the first progress meeting. Attendees taking exception to anything in the meeting notes shall state the exception in writing to the Contractor within five (5) working days following receipt of the meeting notes otherwise the notes shall stand as an accurate recording of the proceedings.
- B. Construction Schedule Meeting:
 - 1. After the initial Construction Schedule has been prepared, the Contractor shall schedule and conduct a meeting for its review.

- 2. Meeting will be virtual or held the Contractor's field office.
- 3. Required Attendance:
 - a. Architect.
 - b. Contractor.
 - c. Others as requested by the Architect.
- 4. Review Construction Schedule and resolve identify and resolve schedule issues at the meeting.
- 5. Contractor shall take accurate meeting notes, identifying all conclusions reached and matters not resolved, and distribute notes to attendees. Attendees taking exception to anything in the meeting notes shall state exception in writing to the Contractor within five (5) working days following receipt of notes otherwise the notes shall stand as an accurate recording of the proceedings.
- C. Pre-Construction Waste Management Meeting:
 - 1. Prior to beginning the Work at the Site, the Contractor shall schedule and conduct a meeting to review the Contractor's draft Construction Waste Management Plan.
 - 2. Meeting will be held in the Contractor's field office.
 - 3. Required Attendance:
 - a. Architect.
 - b. Contractor's project manager and personnel in charge of the waste management program
 - 4. Review draft Construction Waste Management Plan and discuss procedures, schedules, and specific requirements for construction waste recycling, disposal, coordination and interface between the Contractor Builder and other construction activities, and other issues relative to management of waste. Identify and resolve problems with compliance with requirements.
 - 5. Make revisions to the draft Construction Waste Management Plan agreed upon at the meeting. After each revision, resubmit the revised plan to the Architect for approval.
 - 5. Contractor shall take accurate meeting notes, identifying all conclusions reached and matters not resolved, and distribute notes to the attendees. Attendees taking exception to anything in the meeting notes shall state the exception in writing to the Contractor within five (5) working days following receipt of the meeting notes otherwise the notes shall stand as an accurate recording of the proceedings.

6. Revise the Construction Waste Management Plan agreed upon during the meeting. Incorporate resolutions agreed to be made after the meeting. After each revision, submit such plan to the Owner for approval.

E. Progress Meetings:

- Contractor shall schedule and conduct periodic meetings to review progress of the Work. The contractor shall confirm the availability of all parties for the intended meeting time.
- 2. Meetings will be virtual or held in the Contractor's field office..
- 3. Required Attendance:
 - a. Architect.
 - b. Contractor's project manager and job superintendent.
 - c. Testing Laboratory, Subcontractors, suppliers, and others as appropriate to the agenda.
 - d. Architect's Consultants as requested by the Architect.
- 4. Contractor shall prepare an agenda for each meeting and distribute it to the attendees at least three (3) working days in advance of the meeting The agenda will include a discussion of proper construction waste management.
- 5. Contractor shall take accurate meeting notes, identifying all conclusions reached and matters not resolved, and distribute notes to attendees before the next progress meeting. Allow attendees to take exception to anything in the meeting notes to state the exception in writing to the Contractor within five (5) working days following receipt of notes otherwise the notes shall stand as an accurate recording of the proceedings.

F. Billing Meetings:

- Contractor shall schedule and conduct a billing meeting each month prior to submittal of the Contractor's Application for Payment. Billing meetings shall coincide with last month progress meeting, whenever possible.
- 2. Contractor shall prepare an itemized draft of the month's proposed billing for review with the Owner and Architect.
- 3. Architect will assist the Owner in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts.
- 4. Following review, revise billing to reflect acceptable amounts. Refer to Specification SECTION 01 29 00 "PAYMENT PROCEDURES" for procedures for submitting Applications for Payment.
- G. Pre-Installation Meetings for Interior Finishes: NOT USED

PROJECT MANAGEMENT AND COORDINATION

Н. Guarantees, Warranties, Bonds, and Service and Maintenance Contracts Review Meeting: NOT USED

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This SECTION includes regulatory requirements applicable to the Work.
- B. Not all requirements are listed in this SECTION. Refer to individual Specification SECTIONS, Drawings, and other Contract Documents for additional requirements.

1.02 DEFINITIONS

- A. Building Codes: Codes that are identified in Contract Documents including all additions, amendments, supplements, changes, and interpretations adopted by authorities having jurisdiction over the Work. The term "building code" shall include "code", "governing code", and similar terms.
- B. Identified in Contract Documents: Written in the Specifications and/or indicated on the Drawings.
- C. Regulations: Building codes, laws, ordinances, permit conditions, directives, and requirements of federal, state, county, and local authorities having jurisdiction over the Work.

1.03 AUTHORITY AND PRECEDENCE OF REGULATIONS

A. Authority:

- 1. Regulations shall have the full force and effect as though printed in their entirety in the Contract Documents.
- 2. The applicable edition of the Building Codes shall be adopted at the time of issuance of permits by the authority having jurisdiction over the Work.
- The applicable date of laws and ordinances shall be that of the date of performance of the Work.

B. Precedence:

- 1. Where requirements of the Contract Documents differ from the Regulations the more stringent requirements shall take precedence.
- Where requirements of Regulations differ, the most stringent requirement shall take precedence.
- 3. Where the Contract Documents require or describe products or execution of better quality, higher standard, or greater size than that required by the Regulations, the requirements of the Contract Documents shall take precedence as long as such increase is legal.

4. Where the Regulations require more care or greater time to accomplish the Work or require better quality, higher standards, or greater size of products, perform such Work in compliance with the Regulations at no increase in Contract Sum or Contract Time.

1.04 REQUIREMENTS

- A. General: Work of this Contract shall be in compliance with the Regulations as defined in Article 1.02.
- B. Building Codes:
 - Work of this Contract shall comply with or exceed the minimum requirements of the Building Codes listed on the Drawings.
- C. Other Codes, Ordinances, Regulations, and Regulatory Agencies: Performance of the Work shall comply with or exceed the minimum requirements of the following, in the versions and editions adopted by building code:
 - 1. National Fire Protection Association (NFPA) Standards:
 - a. NFPA 10 "Portable Fire Extinguishers".
 - b. NFPA 12a "Halon 1301 Fire Extinguishing Systems".
 - c. NFPA 13 "Installation of Fire Sprinklers".
 - d. NFPA 14 "Installation of Standpipes and Hose Systems".
 - e. NFPA 20 "Installation of Stationary Pumps for Fire Protection".
 - f. NFPA 24 "Installation of Private Service Mains and Their Appurtenances".
 - g. NFPA 25 "Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems".
 - h. NFPA 54 "National Fuel Gas Code".
 - NFPA 72 "National Fire Alarm and Signaling Code".
 - j. NFPA 80 "Fire Doors and Other Opening Protectives".
 - k. NFPA 90A "Installation of Air Conditioning and Ventilating Systems".
 - NFPA 99 "Health Care Facilities".
 - m. NFPA 101 "Life Safety Code".
 - n. NFPA 105 "Installation of Smoke Door Assemblies and Other Opening Protectives".
 - o. NFPA 110 "Emergency and Standby Power Systems".

- p. NFPA 252 Fire Tests of Door Assemblies".
- q. NFPA 253 "Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source".
- r. NFPA 701 "Fire Tests for Flame Propagation of Textiles and Films".
- s. Other NFPA codes are referenced in the building code and in individual SECTIONS of the Specifications.
- 2. Environmental Protection Agency (EPA).
- Americans with Disability Act and associated Accessibility Guidelines (ADA-ADAAG), ANSI A117.1 "Accessible and Usable Buildings and Facilities", and other applicable federal, state, and local accessibility requirements.
- 4. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA).
- 5. Applicable federal, state, county, and local laws, ordinances, statutes, regulations, rules, and interpretations.
- 6. Requirements of public and private utilities, utility districts, and other agencies serving the facility.
- 7. Additional requirements Identified in Contract Documents.

1.05 JOBSITE COPIES

A. Obtain and maintain copies of codes, laws, ordinances, and applicable standards referenced in the Contract Documents and applicable to the Work at the Site at all times.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This SECTION includes abbreviations and acronyms, additional definitions, and reference standards used in the Contract Documents.
- B. Refer to the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and other Contract Documents for further information.

1.02 ABBREVIATIONS AND ACRONYMS

A. The following abbreviations and acronyms may be used in the Contract Documents. Refer uncertainties to the Architect for a decision before proceeding.

AA Aluminum Association.

AAADM American Association of Automatic Door Manufacturers.

AABC Associated Air Balance Council.

AAMA American Architectural Manufacturers' Association.

AAN American Association of Nurserymen, Inc.

AASHTO American Association of State Highway and Transportation Officials.

AATCC American Association of Textile Chemists and Colorists.

ABPA Acoustical and Board Products Association.

ACI American Concrete Institute.

ACIL American Council of Independent Laboratories.

ACMA American Composite Manufacturers Association.

ADA Americans with Disabilities Act. ADC American Diffusion Council.

AFI Air Filter Institute.

AF&PA American Forest and Paper Association.

AGA American Gas Association.

AGC Associated General Contractors of America.

Al Asphalt Institute.

AIA American Institute of Architects.

AIEE American Institute of Electrical Engineers.
AIMA Acoustical and Insulation Materials Association.

AISC American Institute of Steel Construction.

AISI American Iron and Steel Institute.

AITC American Institute of Timber Construction.
ALSC American Lumber Standards Committee.

AMCA Air Movement and Control Association International, Inc.

ANSI American National Standards Institute.

APA The Engineered Wood Association (formerly the American Plywood Association).

ARI Air Conditioning and Refrigeration Institute.
ASA American Standards Association (now the ANSI).

ASCE American Society of Civil Engineers.

ASHRAE American Society of Heating, Refrigerating, and Air-Conditioning Engineers.

ASLA American Society of Landscape Architects.
ASME American Society of Mechanical Engineers.
ASSM American Society of Safety Engineers.

ASTM ASTM International (formerly American Society for Testing

and Materials).

AWC American Wood Council.

AWI Architectural Woodwork Institute.

AWPA American Wood Preservers' Association.

AWWA American Water Works Association.

AWC American Wood Council.

AWS American Welding Society or Architectural Woodwork Standards.

BCA Building Commissioning Association.

BHMA Builders Hardware Manufacturers' Association.

BIA Brick Institute of America.

CAL/OSHA State of California Construction Safety Orders.

CALTRANS State of California, Business and Transportation Agency, Department of

Transportation, "Standard Specifications".

CBC California Building Code..
CCR California Code of Regulations
CDA Copper Development Association.

CED California Electrical Code.

CFFA Chemical Fabrics and Film Association, Inc.
CFMG Cabinet and Fixture Manufacturers Guild.
CLFMI Chain Link Fence Manufacturers' Institute.

CFPC Certified Forest Products Council

CIMA Cellulose Insulation Manufacturer's Association.

CFR Code of Federal Regulations.

CISCA Ceilings and Interior Systems Construction Association.

CLFMI Chain Link Fence Manufacturers' Institute.

CMC California Mechanical Code.

CPA Composite Panel Association (formerly the National Particleboard Association).

CRI Carpet and Rug Institute.

CRSI Concrete Reinforcing Steel Institute.
CPSC Consumer Products Safety Commission.

CRRC Cool Roof Rating Council, Inc.

CS Commercial Standard, United States Department of Commerce.

CSA Canadian Standards Association.
CSI Construction Specifications Institute.
CTEF Ceramic Tile Education Foundation.

DASMA Door and Access Systems Manufacturers Association International.

DOC Department of Commerce.
DOE Department of Energy.

DIN German Institute for Standardization.

DSA Division of State Architect, State of California

EIMA EIFS Industry Members Association. EPA Environmental Protection Agency.

ESO Electrical Safety Orders.

FAA Federal Aviation Administration, United States Department of Transportation.

FCC Federal Communications Commission.

FDA Food and Drug Administration.

FGMA Flat Glass Marketing Association (now the GANA).

FM Global, Factory Mutual System, Factory Mutual Engineering Corporation,

REFERENCES

Factory Mutual Research Corporation.

FS Federal Specification. FTC Federal Trade Commission.

GA Gypsum Association.

GANA Glass Association of North America (formerly the Flat Glass Marketing

Association and Glass Tempering Association).

GRI Geosynthetic Research Institute.

GS Green Seal.

GSA General Services Administration.

GTA Glass Tempering Association (now the GANA).

HMA Hardwood Manufacturers Association.

HPMA Hardwood Plywood Manufacturers Association (now the HPVA).

HPVA Hardwood Plywood and Veneer Association.
HUD Department of Housing and Urban Development.

IAPMO International Association of Plumbing and Mechanical Officials

IBC International Building Code.
ICC International Code Council
ICC-ES ICC Evaluation Service, Inc.
IFC International Fire Code.

IGCC Insulating Glass Certification Council.

IGMA Insulating Glass Manufacturers Alliance (formerly SIGMA).

IMC International Mechanical Code. IPC International Plumbing Code.

IEC International Electrotechnical Commission.
 IEEE Institute of Electrical and Electronic Engineers.
 IESNA Illuminating Engineering Society of North America.

IGCCInsulating Glass Certification Council.IGMAInsulating Glass Manufacturers Alliance.ISOInternational Organization for Standardization.ITS-WHIntertek Testing Service - Warnock Hersey.

LBNL Lawrence Berkeley National Laboratory LSGA Laminator's Safety Glass Association.

MIA Marble Institute of America or the Masonry Institute of America.

MIL Military Standardization Document, United States Department of Defense.

MIW Masonry Institute of Washington.

MM "Materials Manual", State of California, Business and Transportation Agency,

Department of Transportation.

MSS Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.

NAAB National Association of Air Balance.

NAAMM National Association of Architectural Metal Manufacturers.

NACE National Association of Corrosion Engineers International

NBGQA National Building Granite Quarries Association, Inc.

NCMA National Concrete Masonry Association.

NEC National Electrical Code.

NECA National Electrical Contractors Association.

NEMA National Electrical Manufacturers' Association.

NES National Evaluation Service, Inc.
NFPA National Fire Protection Association.

NFRC National Fenestration Rating Council.
NHLA National Hardwood Lumber Association.

NICET National Institute for Certification in Engineering Technologies.

NIST National Institute of Standards and Technology, United States Department of

Commerce (formerly the National Bureau of Standards).

NLGA National Lumber Grades Authority.

NOAA National Oceanic and Atmospheric Administration.

NOFMA National Oak Flooring Manufacturers Association (now the NWFA).

NPDES National Pollutant Discharge Elimination System.
NRCA National Roofing Contractors Association.

NSA National Security Agency.

NSF International (formerly National Sanitary Foundation).

NTMA National Terrazzo and Mosaic Association.

NWFA National Wood Flooring Association.

OSHA Occupational Safety and Health Administration, U.S. Department of Labor.
OSHPD Office of Statewide Health Planning and Development, State of California.

PCI Precast / Prestressed Concrete Institute.

PEI Porcelain Enamel Institute.

PS Product Standard, United States Department of Commerce.

RCW Revised Code of Washington, State of Washington.

RFCI Resilient Flooring Covering Institute.

RIS Redwood Inspection Service.

SAE Society of Automotive Engineers.

SCAQMD South Coast Air Quality Management District.

SDI Steel Deck Institute or the Steel Door Institute.

SEI Structural Engineering Institute of the American Society of Civil Engineers.

SFM Office of State Fire Marshal, State of California.

SMACNA Sheet Metal and Air Conditioning Contractors National Association.

SRI Steel Recycling Institute.

SSINA Specialty Steel Industry of North America. SSMA Steel Stud Manufacturers Association.

SSPC Society for Protective Coatings (formerly the Steel Structures Painting Council).

SWI Steel Window Institute.

TCNA Tile Council of North America, Inc.

UBC Uniform Building Code.

UFAS Uniform Federal Accessibility Standards.

UFC Uniform Fire Code.

UL Underwriters Laboratories, Inc.
UMC Uniform Mechanical Code.
UPC Uniform Plumbing Code.

USDA United States Department of Agriculture.

USPS United States Postal Service.
USS United States Standard.

WAC Washington Administrative Code, State of Washington.

WCLIB West Coast Lumber Inspection Bureau.
WCMA Window Covering Manufacturers Association.

WDMA Window and Door Manufacturers Association (formerly the National Wood

21558 Highway 99, Edmonds, WA 98026

Window and Door Association).

WI Woodwork Institute (formerly Woodwork Institute of California).
WIC Woodwork Institute of California (now Woodwork Institute).

WISHA Washington Industrial Safety and Health Act.

WLPDIA Western Lath Plaster /Drywall Industries Association (now the WWCCA).

WSDOT Washington State Department of Transportation. WWCCA Western Wall & Ceiling Contractors Association.

WWPA Woven Wire Products Association or Western Wood Products Association.

B. Additional abbreviations, used only on the Drawings, are listed and defined thereon.

1.03 ADDITIONAL DEFINITIONS

A. In addition to the terms defined in SECTION 00 72 00 "GENERAL CONDITIONS", the following terms are used in the Contract Documents and are defined as follows:

Accepted Equal As accepted by the Architect as being of equivalent quality,

utility, and appearance.

Addenda Written or graphic instruments issued by the Architect prior to the

execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

By Owner Work on this Project that will be performed by the Owner or the

Owner's agents, at the Owner's cost.

By Others Work on this Project that is outside the scope of Work to be

performed by the Contractor under this Contract, but that will be

performed by the Owner, other contractors, or other means.

Consultant A consultant to the Architect.

Directed Directed by the Architect.

Furnish Supply only; do not install.

Indicated As shown and/or noted on the Drawings.

Install Install or apply only; do not furnish.

Instruments of Service 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.

Owner-Furnished, The Owner will furnish at its cost and the Contractor

Contractor-Installed shall install under its Contract for this Work.

Project Manual The Project manual consists of 1 volume Introductory

Information, Bidding and Contract Requirements, and Division 01

Provide Furnish and install.

Site Geographical location of the Project.

Specified As written in the Specifications.

1.04 REFERENCE STANDARDS

- A. Specified standards of the construction industry shall have the same force and effect on the performance of the Work as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- B. Each entity or person engaged in the Work shall be familiar with the industry standards applicable to its construction activity.
- C. Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum qualities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
- D. Copies of applicable standards are not bound with the Contract Documents. Where copies are required for proper performance of the Work, obtain and pay for authorized copies directly from publication source and maintain at the Site during submittals, planning, and performance of Work until final acceptance by the Owner. Make such copies of standards available to the Owner and Architect for review upon request.
- E. For Products or quality of installation specified by association, trade, military, federal, or other reference standards, comply with requirements of the standard, except when more rigid requirements are specified in Contract Documents or are required by applicable codes and/or public authorities having jurisdiction.
 - Where compliance with a reference standard is required, comply with the standard in effect as of the date of the Contract Documents unless otherwise required by the governing code. Where a reference standard has been revised and reissued after the specified date and before performance of the Work affected, notify the Architect in writing and request a decision on how to proceed. Architect may issue a Contract Modification or an Architect's Supplemental Instruction for proceeding in accordance with the updated standard.
 - 2. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in a reference standard. The provisions of the Bidding Requirements, SECTION 00 72 00 GENERAL CONDITIONS, SECTION 00 73 00 SUPPLEMENTARY CONDITIONS, Contract, and DIVISION 01 GENERAL REQUIREMENTS shall void the general, but not technical, provisions of a reference standard in conflict therewith.

PART 2 - PRODUCTS Not used

PART 3 - EXECUTION Not used

END OF SECTION

SECTION 01 45 23

TESTING AND INSPECTING SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This SECTION describes the administrative and procedural requirements for testing and inspecting services.
 - Testing and inspecting services are required to verify compliance with requirements specified and/or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 2. 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.

1.02 DEFINITIONS

A. Testing Laboratory: An independent commercial testing organization, retained and paid by the Owner to perform tests and report on Work as specified in the Contract Documents, and as otherwise required.

B. Testing Agency:

- An organization other than the Testing Laboratory, retained and paid by the Contractor to perform tests and report on whether or not designated items of Work comply with the requirements of the Contract Documents.
- 2. Testing Agency may be an independent commercial testing organization, or, with the prior acceptance of the Architect, the Testing Agency may be the testing laboratory of a trade association, the certified laboratory of a supplier, the Contractor's own forces, or other organization.

1.03 TESTING LABORATORY

- A. Services of a Testing Laboratory are required for Work specified in various individual Specification SECTIONS.
- B. Selection of the material required to be tested shall be by the Testing Laboratory and not by the Contractor.
- C. Contractor's Responsibilities:
 - 1. Cooperate with Testing Laboratory personnel.
 - 2. Furnish copies of test reports as specified.
 - 3. Furnish incidental labor and facilities:

- a. to provide access to Work to be tested.
- b. to obtain and handle samples at the Site or at the source of the product to be tested.
- c. to facilitate inspections and tests; and
- d. for storage and curing of test samples.
- 4. Notify the Testing Laboratory sufficiently in advance of operations to allow for Testing Laboratory assignment of personnel and scheduling of tests.
 - a. If tests or inspections cannot be performed after such notice, reimburse the Owner for the Testing Laboratory personnel and travel expenses incurred.
 - b. If tests or inspections must be performed at locations in excess of 20 miles from the jobsite, reimburse the Owner for the travel expenses incurred.
 - c. If tests or inspections show a failure to meet the requirements of the Contract Documents, reimburse the Owner for the costs of retesting.

1.04 TESTING AGENCY

A. Contractor shall retain and pay for the services of a Testing Agency to perform inspections, sampling, and testing for the Contractor's purposes and to ensure compliance with the requirements of the Contract Documents.

1.05 TEST AND INSPECTION REPORTS

- A. Testing Laboratory shall prepare and distribute certified written reports for each test and inspection and shall include the following information:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of Testing Laboratory.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals doing 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 retesting and reinspecting.
- B. Testing Laboratory shall distribute reports as follows:
 - 1. Owner: One (1) copy.
 - 2. Architect: One (1) copy.
 - 3. Architect's Consultant: One (1) copy.
 - 4. Number of copies required by Contractor and its Subcontractors and suppliers.
 - 5. City and state agencies as appropriate.
- C. The Testing Agency shall prepare and distribute test reports in the same manner and number as specified for the Testing Laboratory.

1.06 ADDITIONAL TESTS

- A. The Architect reserves the right to order additional tests as instructed if the Architect has reasonable doubt that materials comply with Specification requirements.
 - 1. If additional tests establish that materials comply with Specification requirements, costs for such tests will be paid by the Owner.
 - 2. If additional tests establish that materials do not comply with Specification requirements, costs for such tests shall be paid by the Contractor.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. This SECTION describes requirements for furnishing, installing, maintaining, and removing temporary facilities and controls.

1.02 QUALITY ASSURANCE

- A. Qualifications, Construction Waste Personnel: Workers shall be well trained and oriented in specified construction waste requirements as specified hereinafter.
- B. Regulatory Requirements:
- 1. Materials, installation, and maintenance of temporary facilities and controls shall be in compliance with applicable federal, state, and local regulatory requirements.
- 2. Comply with applicable federal, state, and local laws, ordinances, codes, rules, regulations, and other requirements pertaining to construction waste handling, storage, collection, transportation, disposal, and environmental protection.
- 3. Use only disposal sites, recycling facilities, and waste material processors that are properly permitted by the state and local authorities having jurisdiction in which the Project is located.

1.03 GENERAL REQUIREMENTS

- A. Furnish and install temporary facilities and controls as required to perform the Work.
- B. Relocate temporary facilities and controls as required by the progress of the Work.
- C. Maintain temporary facilities in sound, neat, and clean condition.
- D. Materials for temporary facilities and controls may be new or used and shall be suitable for the purposes intended.
- E. Remove temporary facilities and controls, including associated materials and equipment when their use is no longer required.
- 1. Restore and recondition areas of the Site damaged and disturbed by temporary facilities and controls and their installation.
- 2. Remove and properly dispose of debris resulting from removal and reconditioning operations.

1.04 TEMPORARY UTILITIES

A. Electric Power and Lighting:

- 1. Temporary electric power shall be installed by the contractor. The contractor shall pay the costs associated with providing the temporary service. Owner will pay the costs of power used.
- B. Heat and Ventilation:
 - Heat and ventilation are not available on site
- C. Water:
 - 1. Temporary water, for demolition and construction purposes and human consumption, is available on the site; the Owner will pay the costs of water used. Exercise measures to conserve water.
- D. Sanitary Facilities:
 - 1. Provide temporary, portable, single-occupant, fully enclosed and weatherproof, chemical-type toilet facilities as required.
 - 2. Locate as approved by the Owner.
 - 3. Maintain in a neat, sanitary condition, and adequately supplied.
 - 4. Existing sanitary facilities shall not be used by construction personnel.
- E. Office Communications Equipment and Services:
 - 1. Office equipment and services are not available on site.
- F. Fire Protection: Provide and maintain fire extinguishers, fire hoses, and other equipment for fire protection. Such equipment shall be designated for use for fire protection only.

1.05 CONSTRUCTION AIDS

- A. Plant and Equipment:
- 1. Furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment, and conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
- 2. Maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired at no increase in Contract Sum or Contract Time.

1.06 BARRIERS AND ENCLOSURES

A. Provide and maintain temporary barriers and enclosures to prevent public entry; protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage or injury from demolition and construction operations.

B. Provide and maintain temporary enclosures to separate Work areas from areas occupied by Owner and from publicly accessible areas, like sidewalks and street

1.07 SECURITY

- A. Secure, maintain, and protect the Work, stored materials, equipment, and temporary facilities until time of acceptance, or such earlier time as Owner may choose to assume such responsibility.
- B. Security and protection may be by any legal method, or combination of methods, acceptable by the Owner.

1.08 TEMPORARY CONTROLS

- A. Noise and Vibration:
- 1. Equipment and impact tools shall have intake and exhaust mufflers..
- B. Pollution:
 - 1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Project Site.
 - 2. Comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of construction and disposal operations.
- C. Pest Control: Take adequate provisions to control rodents, insects, and other pests.
- D. Construction Waste:
- 1. General Requirements:
- a. As the Work progresses, collect construction waste from work areas and other areas as required to always maintain the Project Site in a neat and orderly condition and free of waste accumulation. Change out loaded storage containers for empty ones as demand requires. Do not allow waste to accumulate at the Project Site without proper containment.
- b. Do not sell, trade, barter, burn, bury, deposit, or abandon construction waste at the Project Site.
- c. Do not cause fire hazard, pollution, contamination, or other damage or deterioration to the natural or built environment, including, but not limited to the air, soil, surface water, ground water, and animal and plant life.
- d. Do not allow flammable materials to be stored at the Project Site without adequate fire protection precautions and procedures, approved in writing by the local fire marshal. Comply with NFPA 241 "Standard for Safeguarding Construction, Alteration, and Demolition Operations" for removal of combustible waste and debris.
- e. Separate, store, protect, and handle recyclable construction waste in a manner to prevent contamination of materials and to maximize the recyclability of such materials.
- f. Dispose of waste materials in compliance with regulatory requirements.

- 1) Recyclable Materials: Arrange and pay for regular collection and transportation of recyclable waste materials to recycling facilities.
- 2) Non-recyclable Materials: Arrange and pay for regular collection and transportation of non-recyclable waste materials to permitted landfill sites.
- g. Pay associated fees and costs for the temporary storage, handling, transportation, and disposal of construction waste.
- 2. Worker and Subcontractor Training:
- a. Instruct Contractor's own personnel, Subcontractors, and suppliers on the requirements for the proper methods of collecting, separating, handling, processing, cleaning, recycling, salvaging, and disposing of demolition and construction waste to be used during the course of the Work. Require each Subcontractor (all tiers) to provide the same instruction to its own personnel and suppliers.
- b. Include discussion of proper demolition and construction waste management in prefabrication meetings with Subcontractors and fabricators, at regular job meetings, and at preinstallation conferences conducted during the course of Work.

1.09 PROJECT IDENTIFICATION AND SIGNS

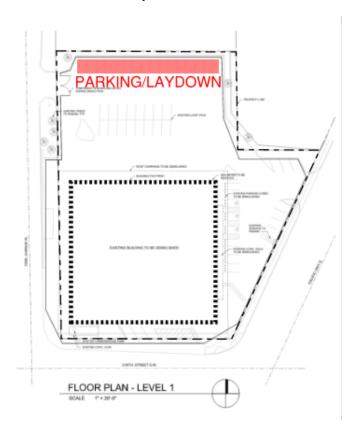
A. General:

- 1. If required, provide, and maintain for the life of the Project, a Project identification sign of the design, text, and colors designated by the Architect; locate sign as directed and approved by the Owner.
- 2. Signs other than the specified Project sign will not be permitted, unless otherwise approved in advance by the Owner.
- B. Materials:
- 1. Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 2x4 minimum size.
- 2. Sign Surface: Minimum 3/4-inch exterior grade plywood.
- Rough Hardware: Galvanized.
- 4. Paint: Exterior quality, of type and colors selected by the Architect.
- C. Fabrication:
- 1. Fabricate to provide smooth, even surface for painting.
- 2. Size: 4-feet by 8-feet, unless otherwise indicated.
 - 3. Paint exposed surfaces of supports, framing, and surface material with 1 coat of primer and 1 coat of finish paint.
 - 4. Include the following text, painted as directed:

- Name of building and Owner. a.
- Emblem selected by the Owner. b.
- Architect's name. C.
- d. Names of Architect's principal Consultants.
- Contractor's name. e.

1.10 FIELD OFFICES AND STORAGE FACILITIES

- A. Use of Existing Facilities:
 - 1. Owner's facilities will not be available for use for field offices and storage.
- B. Furnishings: No furnishings will be provided on site
- C. Site laydown Area as indicated on the arial below



SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This SECTION describes administrative and procedural requirements for the execution of the Work and closeout of the Contract including, but not limited to:
 - 1. Construction layout.
 - 2. Cutting and patching.
 - 3. Installation.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed Work.
 - 7. Corrections to Work.
 - 8. Electronic Record Documents.
 - 9. Punchlist inspection procedures.
 - 10. Contract closeout.
 - 11. Warranty/Guarantee form.

1.02 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of the Work.
- B. Patching: Fitting and repair Work required to restore construction to original conditions after installation of the Work.

1.03 QUALITY ASSURANCE

- A. Qualifications:
 - Final Cleaning Service Provider: Qualified in accordance with Green Seal "GS-42 Commercial Cleaning Services".
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's printed recommendations and instructions for installation of products and equipment.
- C. Design Criteria for Patching:

- 1. Patching shall achieve security, strength, and weather protection, as applicable, and shall preserve continuity of fire ratings.
- 2. Patching shall successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the Architect's judgment shall be final.

1.04 SUBMITTALS

- A. Electronic Record Documents: Submit Electronic Record Documents as specified hereinafter in Part 3 Article titled "Electronic Record Documents".
- B. Substantial Completion: Submit Substantial Completion submittals as specified hereinafter in Part 3 Article titled "Substantial Completion of the Work".
- C. Final Completion: Submit final completion submittals as specified hereinafter in Part 3 Article titled "Contract Closeout".
- D. Guarantees, Warrantees, and Bonds: Submit copies of all guarantees, warranties, and bonds as specified hereinafter in Part 3 Article titled "Contract Closeout".

PART 2 - PRODUCTS

2.01 MATERIALS FOR PATCHING

- A. Materials shall be as specified in the applicable, individual SECTIONS of the Specifications and as required to match adjacent Work in visual and functional performance.
- B. For exposed surfaces, provide materials that visually match adjacent surfaces.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with installer or applicator present where specified, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations and make observation records available for inspection by the Owner, Architect, and Architect's Consultants upon request.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.

- c. List of unacceptable installation tolerances.
- d. Recommended corrections.
- 2. Verify compatibility with and suitability of substrates, including compatibility with primers and finishes.
- 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
- 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
- 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Field Measurements: Obtain accurate field measurements 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. Comply with additional requirements specified in individual Specification SECTIONS.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Site Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing Site conditions outside the control of the Contractor, submit a Request for Information in accordance with SECTION 01 26 13 "REQUESTS FOR INFORMATION".

3.03 CONSTRUCTION LAYOUT

- A. Building Lines and Levels: Locate control lines and levels for structures, column grids, and floor levels, including those required for mechanical and electrical Work.
- B. Large-Scale Layout Drawings:
 - Preparation of large-scale, detailed layout drawings may be required for the Work of DIVISION 21 FIRE SUPPRESSION, DIVISION 26 ELECTRICAL, DIVISION 27 COMMUNICATIONS, and DIVISION 28 ELECTRONIC SAFETY AND SECURITY of these Specifications.
 - 2. These layout drawings are not Shop Drawings but, together with Shop Drawings or the layout drawings of other affected Work, are used to check, coordinate, and integrate the various types of Work.

3.04 CUTTING AND PATCHING

A. General Requirements:

- 1. Perform cutting, associated reinforcing, and patching in a manner to prevent damage to in-place construction and other Work and to provide proper surfaces for the installation of materials, equipment, and repairs.
- 2. Do not cut or patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- 3. Provide temporary support of construction to be cut to ensure structural integrity.
- 4. Do not allow installation of other Work that involves cutting of metal framing, unless such cutting of metal framing has been accepted in writing by the Architect in advance. Where such a cutting is proposed, submit engineered details with calculations for reinforcement of cut areas for review and acceptance by the Architect. Perform such reinforcement Work to restore the strength of cut framing at no additional cost to the Owner.
- 5. Do not cut or patch construction in a manner that results in visual evidence of cutting or patching. Do not cut or patch exposed construction in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner at no additional cost to the Owner.
- 6. Employ skilled workers for cutting and patching. Wherever practicable, employ original installer or fabricator providing Work under this Contract to perform cutting and patching for:
 - in-place sprayed fireproofing.
 - b. firestopping; and
 - c. finished surfaces exposed to view.
- 7. Perform cutting and patching using methods and materials so as not to void warranties of in-place construction.
- 8. Refer to individual Specification SECTIONS for additional requirements.

B. Cutting:

- 1. Prior to cutting, employ a competent private utility locating service capable of locating positions and depths of concealed structural reinforcement and utilities including, but not limited to electrical conduits, plumbing lines, and other utilities in the vicinity of the construction to be cut. Do not damage electrical conduits, plumbing lines, and other utilities to remain.
- Cut existing construction to provide for installation of Work. Make new openings neat, as close as possible to profiles indicated and only to extent necessary for new Work.

- 3. Unless specifically indicated, do not cut or alter structural members without prior consultation with the Architect. Do not damage reinforcing or structural steel to remain.
- 4. Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original installer; comply with original installer's written recommendations.
 - a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - b. Cut or drill finished surfaces from the exposed or finished side into concealed surfaces.
 - c. Cut concrete, masonry, paving, and other materials where edges of cuts and holes will remain exposed in the completed Work using power sawing, drilling, and coring equipment. Do not overcut at corners of cut openings; saw overruns shall not be permitted.
 - d. For mechanical, plumbing, and electrical services, cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
- 5. Upon completion of cutting and coring, clean remaining surfaces of loose particles and dust.

C. Patching:

- Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers. Proceed with patching after construction operations requiring cutting are complete.
- Patch existing construction by filling repairing, refinishing, closing up and similar operations. Patching includes the insertion or projection of other products in or from a surface.
- 3. Adjust and fit materials and products to provide a neat installation and to restore surfaces to their original condition.
- 4. Patch exterior building enclosure and weather-exposed components in a manner that restores them to a weathertight condition.
- 5. Finish or refinish, as required, cut and patched surfaces to provide an even surface of uniform finish, color, texture, and appearance, matching existing adjacent. Patch materials with durable seams that are as invisible as possible. Finish complete surface plane, unless otherwise indicated. When complete, patched surfaces shall not present a spotty, touched-up appearance.

a. Floors and Walls:

- Where the removal of walls, partitions, equipment, and other items has exposed holes or depressions in existing concrete floor slabs, fill in holes with new concrete and reinforce as necessary. Prepare slabs as required to provide clean, sound surfaces for the installation of new materials.
- Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- 3) Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces. Finish to the nearest cutoff line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilaster, or to nearest opening frame unless otherwise indicated.
- b. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance. Over patched ceiling surfaces, finish to nearest cutoff line for entire surface, such as intersection with adjacent wall, ceiling, or beam.

3.05 INSTALLATION

A. Preparation:

- 1. Protection:
 - Protect adjacent surfaces and finishes from damage during installation.
 - b. Protect products from damage during field handling and installation.
- 2. Surface Preparation: Prepare surfaces to receive new Work in compliance with the manufacturer's printed instructions. Refer to individual Specification SECTIONS for additional requirements.

B. General Requirements:

- 1. Comply with manufacturer's printed instructions and recommendations for installing products in applications indicated.
- Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until date of Substantial Completion.

- 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.
- C. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

D. Templates: NOT USED

E. Attachment: NOT USED

F. Joints: NOT USED

G. Hazardous Materials: Do not use products and installation materials that will create hazards to health or property or cause damage to materials, products, existing construction, or other Work.

3.06 STARTUP TESTING AND ADJUSTING

- A. Start and test each piece of equipment and operating component to confirm proper operation. Test and adjust controls and safety. Remove malfunctioning units, replace them with new units, and retest.
- B. Adjust equipment for proper operation. Adjust and lubricate operating components for proper operation without binding.
- C. Manufacturer's Field Services: Comply with requirements specified in individual Specification SECTIONS.

3.07 PROGRESS CLEANING

- A. Regularly maintain the Site and work areas in a clean, safe, and orderly condition and free of waste materials and debris at all times.
- B. Remove debris from chases and other concealed spaces before enclosing.
- C. Clean spaces above suspended ceilings before enclosing.
- D. Clean areas where Work is in progress to the level of cleanliness necessary for the 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.
- E. Keep installed Work clean. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - 1. Use VOC-compliant cleaning materials and methods specifically recommended in writing by the manufacturers of the materials and products to be cleaned, that will not create hazards to health or property, or cause damage to materials, products, existing construction, or other Work.

- 2. Comply with the printed instructions of the cleaning agent and the manufacturer or fabricator of the product installed.
- 3. Clean installed Work and provide maintenance on completed Work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- F. Comply with applicable regulatory requirements for cleaning and for the removal, storage, and disposal of waste materials and debris.
 - Comply with NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials for more than 7 days during normal weather or 3 days if the temperature is forecasted or expected to rise above 80 degrees Fahrenheit.
 - Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. Use containers intended for holding waste materials of type to be stored.
 - 4. Schedule cleaning operations to prevent dust and other contaminants resulting from cleaning from adhering to wet or newly finished surfaces or otherwise damaging existing construction or the Work. Coordinate progress cleaning for joint use areas where more than one installer has worked.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed Work as required for the duration of the construction period to ensure Work will be without damage and deterioration at time of completion and acceptance by the Owner.
 - 1. Supervise construction operations to ensure that no part of the Work, completed or in-progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
 - 2. Clean and provide maintenance on the Work, completed and in-progress, as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - 3. Provide notices, substantial coverings, and barriers to protect the Work, completed and in-progress, from damage from traffic and construction operations. Use coverings that will not leave residue or otherwise damage the Work. Remove coverings and barriers when no longer needed.
- B. Comply with manufacturers' printed instructions and recommendations for Site conditions and protection of materials and products, including temperature and humidity ranges.
- C. Maintain completed Work in clean condition and free from substances that could damage materials and finishes.

D. Comply with additional requirements specified in individual Specification SECTIONS.

3.09 CORRECTIONS TO WORK

- A. Restoration of Deteriorated and/or Damaged Work:
 - 1. Restore, or remove and replace, as specified or determined by the Architect, materials and finishes that are deteriorated and/or damaged from construction operations at no additional cost to the Owner.
 - 2. Restoration shall be, in the opinion of the Architect, equal to the original Work and finishes shall match the appearance of existing adjacent Work and show no visual evidence of restoration.

B. Remedial Work:

- 1. Performs remedial Work necessary owing to faulty workmanship or materials at no additional cost to the Owner.
- 2. Coordinate remedial Work with the Architect.
- 3. After occupancy, perform remedial Work at such time and in such manner to cause minimal interruption and inconvenience to the Owner's operations, as acceptable to the Owner.

3.10 ELECTRONIC RECORD DOCUMENTS

NOT USED

3.11 FINAL CLEANING

- A. General Requirements:
 - 1. Comply with applicable regulatory requirements during the performance of cleaning and disposal operations.
 - 2. Perform final cleaning by a qualified cleaning service provider.
 - 3. Use cleaning materials and methods recommended in writing by manufacturers of the materials and products to be cleaned. If specific cleaning materials are not recommended by manufacturers, furnish and use only "environmentally preferable cleaning products" in accordance with Green Seal "GS-37 Industrial and Institutional Cleaners" using methods that will not create hazards to health or property; cause damage to materials, products, or Work; or detrimentally affect the quality of indoor air. Use vacuum cleaners equipped with high efficiency particulate air (HEPA) filters and maintain filters as recommended by the filter manufacturer.
 - 4. Schedule operations to prevent:
 - 1) dust and other contaminants resulting from cleaning operations from adhering to wet or newly finished surfaces, and

- 2) to avoid contamination of absorptive materials such as carpeting, acoustical ceilings, acoustical wall panels, draperies, fabric, upholstery, and other absorptive materials by dust, dirt, and other sources of pollution that could adversely affect indoor air quality.
- B. Perform the following final cleaning operations as applicable to the Work of this Contract. Leave the Work in a new, clean condition throughout.
 - 1. Interior Areas and Surfaces:
 - a. Remove temporary tapes, wrappings, coatings, labels, and similar items.
 - b. Remove dust, dirt, grease, oil, stains, fingerprints, spills and spatters, and other foreign matter without damaging materials or finishes.
 - 2. Mechanical and Plumbing Systems:

NOT USED

3. Electrical Equipment:

NOT USED

3.12 SUBSTANTIAL COMPLETION OF THE WORK

- A. Preliminary Procedures: Completion of the following Contract requirements are a prerequisite to Architect's inspection for determination of the date or dates of Substantial Completion of the Work:
 - List of Work to be Completed or Corrected: Prepare a comprehensive list of items to be completed or corrected prior to final payment, the value of items on the list, and reasons why the Work is not complete and what needs to be corrected.
 - Prepare the list in a legible, neatly typed format acceptable to the Architect.
 - b. Include the following information in a header at the top of each page: Project name, date, names of the Contractor and Architect, and the page number.
 - Organize list of spaces in sequential order, floor-by-floor, and room-byroom.
 - d Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use room names and numbers and other area names same as those used on the Drawings.

- 2. Certificates of Occupancy and Operation:
 - a. Obtain and submit final documents permitting Owner unrestricted use of the Work and access to services and utilities, including but not limited to:
 - 1) Certificate(s) of occupancy.
 - 2) other similar releases from public authorities having jurisdiction.
 - b. Include final building permits and other permits showing evidence that the Work has received final inspection and acceptance by public authorities having jurisdiction.
- 3. Changeovers: Promptly advise Owner in writing of changeovers related to:
 - a. Owner's occupancy, use, operation, and maintenance of the Work.
 - b. Security provisions. Make final changeover of permanent locks and deliver permanent keys to the Owner. Ensure that keys requiring delivery directly from manufacturers have been received by the Owner.
 - c. Property, liability, and other insurance.
 - Water service, sewerage service, electrical power, natural gas, and other utilities.
- 4. Warranties, Guarantees, Bonds, and Service and Maintenance Contracts: Prepare warranties, guarantees, bonds, service and maintenance contracts, final certifications, and similar documents as specified hereinafter in Part 3 Article titled "Contract Closeout".
- 5. Cleaning:
 - a. Remove extra materials, demolished mockups, and samples from the Site
 - Complete final cleaning as specified in Article titled "Final Cleaning".
- B. Architect's Inspection for Substantial Completion:
 - When the Contractor considers the Work, or a designated portion thereof that the Owner agrees to accept separately, is sufficiently complete for Substantial Completion, submit to the Architect a written request for inspection for determination of Substantial Completion. Include a copy of the Contractor's list of items requiring completion or correction as specified herein before.
 - 2. Upon receipt of the Contractor's written request for inspection and list, the Architect will make an inspection to determine if the Work, or a designated portion thereof that the Owner agrees to accept separately, is sufficiently complete for issuance of the Architect's Certificate of Substantial Completion.

- Architect will either prepare the Certificate of Substantial Completion or notify the Contractor in writing of items, either on Contractor's list or additional items identified by the Architect, that must be completed or corrected before the certificate will be issued.
- C. Work Requiring Completion and Correction: Complete and correct items of the Work as required. When such Work has been completed, notify the Architect in writing accordingly and submit a written request for the Architect's reinspection for Substantial Completion as specified for Architect's initial inspection.
- D. Architect's Reinspection for Substantial Completion:
 - 1. Upon Contractor's written notification of completed Work and request for inspection, the Architect will reinspect the Work as specified hereinbefore for the Architect's initial inspection.
 - Upon satisfactory completion of requirements, the Architect will issue the Certificate of Substantial Completion in the form of AIA G704 or other such form as acceptable to the Owner. When acceptable to the Owner, items remaining to be completed or corrected will form the basis of requirements for determination of final completion.
- E. Tools, Spare Parts, and Extra Materials:
 - 1. Where required in the individual Specification SECTIONS, furnish to the Owner tools, spare parts, and extra materials in the quantities and manners specified.
 - 2. Deliver tools, spare parts, and extra materials to the Owner at the Site, jointly inventory with the Owner until agreement is reached, and obtain signed receipt from the Owner. Submit one (1) copy of each signed receipt to the Architect.
 - 3. Refer to individual Specification SECTIONS for additional requirements.

F. Operation Tests:

- 1. Conduct operational tests as required to demonstrate that all equipment and systems have been completed and are in compliance with requirements.
- 2. Submit a written record of test results using recording type instruments where applicable. Architect will transmit the test results to the Owner.

3.13 CONTRACT CLOSEOUT

- A. General Requirements: Contract closeout includes but is not limited to closeout submittals; and instruction and training of the Owner's designated personnel.
- B. Closeout Submittals:
 - 1. Electronic Record Documents: Submit final Electronic Record Documents specified in Article titled "Electronic Record Documents".

- 2. Guarantees, Warranties, Bonds, and Service and Maintenance Contracts Manual:
 - a. General Requirements:
 - Manufacturers' warranties notwithstanding, warrant the entire Work against defects in materials and workmanship for twelve (12) months from the date of Substantial Completion. Guarantee, warrant, or bond portions of the Work for longer periods in compliance with requirements specified in individual Specification SECTIONS.
 - 2) Guarantees or warranties between the Contractor and manufacturers and between the Contractor and its suppliers shall not affect guarantees or warranties between the Contractor and the Owner. Guarantees and warranties shall not deprive the Owner of other rights Owner may have under the Contract Documents or under the law.
 - 3) Contractor will not be held responsible for defects due to misuse, negligence, willful damage, improper maintenance, or accident caused by Others, nor will the Contractor be responsible for defective parts whose replacement is necessitated by failure of the Owner's maintenance forces to properly clean and service them, provided the Contractor has furnished complete maintenance instructions to the Owner.
 - 4) Co-execute specified guarantees, warranties, bonds, and service and maintenance contracts as required.
 - 5) Prior to submittal, review guarantees, warranties, and bonds to verify compliance with Contract Documents.
 - 6) Compile and furnish two (2) executed copies of each guarantee, warranty, bond, and service and maintenance contract to the Owner.
 - b. Form of Guarantee and Warranty:
 - 1) Submit guarantees and warranties, typed on the Contractor's letterhead if for the entire Work, or on the Subcontractor's letterhead if for the Work of a Specification SECTION to the Architect for review. Use guarantee/warranty form included at the end of this SECTION.
 - 2) Prepare bonds on the bonding company's standard form.
 - c. Submittal Requirements:
 - 1. Submit a completed copy of the guarantees, warranties, bonds, and service and maintenance contracts manual to the Architect for review and acceptance.

- a) Revise and resubmit manual as required by the Architect until acceptable.
- b) Upon acceptance, the Architect will transmit the manual to the Owner.

2. Timing of Submittal:

- a) For equipment or component parts of accepted equipment put into service for the Owner's benefit during the progress of the Work, submit guarantees, warranties, bonds, and service and maintenance contracts within ten (10) business days after acceptance of that portion of the Work.
- b) Otherwise, submit guarantees, warranties, bonds, and service and maintenance contracts within ten (10) business days after the date of Substantial Completion.
- c) For items of Work where acceptance is delayed materially beyond the date of Substantial Completion, furnish updated submittal within ten (10) business days after such delayed acceptance, listing the date of delayed acceptance as the start of the guarantee, warranty, bond, or service and maintenance contract period.
- C. Instruction and Training of the Owner's Personnel:

NOT USED

D. Final Completion:

- 1. Preliminary Procedures: Complete the following Contract requirements before requesting Architect's inspection for determination of the date of final completion:
 - a. Prepare and submit Electronic Project Record Documents, closeout submittals, final completion construction photographic documentation, and similar final record information.
 - b. Submit a copy of the Contractor's list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - c. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - d. Submit pest-control final inspection report and warranty.
 - e. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

- f. Submit a final Application for Payment.
- 2. Architect's Inspections for Determination of Final Completion:
 - a. When the Contractor considers the Work to be complete for final completion, Contractor shall submit a written request for inspection for determination of the date for final completion of the Work to the Architect.
 - b. Upon receipt of the written request, the Architect will schedule and conduct the inspection at a mutually agreeable time with the Contractor, Architect, and the Architect's Consultants. Owner may attend all or part of the inspection at its option.
 - c. Contractor's job superintendent shall be in attendance during the entire inspection and shall assist the Owner, Architect, and the Architect's Consultants to access the Work for inspection.
 - d. Upon satisfactory outcome of the inspection, the Architect will recommend the date of final completion of the Work to the Owner.
- 3.14 REVIEW MEETING OF GUARANTEES, WARRANTIES, BONDS, AND SERVICE AND MAINTENANCE CONTRACTS

NOT USED

END OF SECTION

Attachment: Form of Warranty/Guarantee.

FORM OF WARRANTY/GUARANTEE

WARRANTY/GUARANTEE FOR		
We hereby war	rant/guarantee that the	
that we have pr	ovided in the	
has been comp	leted in accordance with the requirements of specification	n SECTION.
other adjacent workmanship of named Project defects, all with excepted.	ct Documents. We agree to repair or replace any or a Work which may be displaced by so doing, that me material within a period of from the by the Owner; and we also agree to repair any and nout any expense to the Owner, ordinary wear and teacher our failure to comply with the above-mentioned conditions fied in writing by the Owner, we collectively or separate	hay prove to be defective in its date of acceptance of the above- all damages resulting from such ar and unusual abuse or neglect ns within sixty (60) calendar days
	ave such defective Work repaired or replaced and made the costs and charges therefore upon demand.	good at our expense, and we will
Signed		Date
	(Subcontractor's name, address, and license number)	
Countersigned		Date
	(Contractor's name, address, and license number, or manufacturer's name and address)	

END OF WARRANTY/GUARANTEE

EXECUTION AND CLOSEOUT REQUIREMENTS 01 70 00 Attachment Page 1 of 1

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 SUMMARY

A. This SECTION describes the requirements for managing, processing, storing, and disposing of construction waste materials produced during the Work of this Contract.

1.02 WORK INCLUDES

- A. Collecting, salvaging, storing, processing, cleaning, and recycling of the following recyclable and salvageable waste materials:
 - 1. Concrete, Masonry, and Other Inert Fill Material: Concrete; brick; rock; clean soil not intended for other on-site use; broken-up asphalt concrete pavement containing no aggregate base coarse aggregate, clay, concrete, or other contaminants; and other inert materials.
 - 2. Metals: Metal scrap including iron, steel, copper, brass, and aluminum.
 - 3. Untreated Wood: Unpainted, untreated dimensional lumber, plywood, oriented strand board, fiberboard, particleboard, and wood shipping pallets.
 - 4. Gypsum Board: Gypsum construction materials including cuttings, scraps, and excess material.
 - Salvaged Materials: Reusable lumber, fixtures, and building materials.
 - 6. Office Paper: Discarded paper as generally found in the construction offices and used for files, correspondence, and packaging and used with copiers, printers, and facsimile machines.
 - 7. Plastic: Plastic containers for various liquid and semi-solid or viscous construction materials and compounds and packaging materials, especially marked for recycling.
 - 8. Beverage Containers: Aluminum, glass, and plastic containers.
 - 9. Other Mixed Construction and Demolition Waste: Solid waste resulting solely from construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures exclusive of waste materials listed herewith.
- B. Collecting, processing, and disposing of non-recyclable, mixed solid waste in a permitted landfill site.

1.03 DEFINITIONS

- A. Clean: Free from dirt, mud, adhesives, solvents, petroleum, and other debris and contaminants.
- B. Mixed Solid Waste: Solid waste usually collected as a municipal service, exclusive of recyclable waste materials listed herein before.
- C. Waste Materials: Large and small pieces of the materials listed hereinbefore that are excess to the Contract requirements. Waste materials generally include materials that are to be salvaged from existing construction and items of trimmings, cuttings, and damaged goods resulting from new installations and that cannot be effectively used in the Work.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with applicable laws, statutes, rules, and regulations of the state where the Project is located and local authorities having jurisdiction.
 - 2. Disposal Sites, Recycling Facilities, and Waste Materials Processors: Use only facilities properly permitted by the jurisdiction having authority where the materials will be deposited.
- B. Qualifications, Project Site Workers: In addition, requirements specified in other Specification SECTIONS, workers at the Project Site shall be thoroughly trained in proper recycling protocol.

1.05 SUBMITTALS

- A. Construction Waste Management Plan: Before starting Work at the Project Site, submit Contractor's Construction Waste Management Plan for the Owner's review and approval. The plan shall:
 - 1. Explain in detail how the Contractor proposes to regularly collect, segregate, clean, store, remove, transport, and dispose of on-site construction, demolition, and land clearing waste produced during the Work of this Contract.
 - 2. Identify Contractor's personnel responsible for its development, implementation, and management including Contractor's on-site employees who will be responsible for training workers and implementing and managing the approved plan.
 - 3. Explain how the plan address construction area housekeeping to avoid contamination of the building and subsequent impacts on indoor air quality.
 - 4. Identify how recyclable materials will be cleaned and otherwise prepared for recycling and how waste from such operations will be controlled and handled.

- 5. Identify how contaminated materials that cannot be cleaned and prepared for recycling will be handled. Explain how Contractor plans to minimize production of such materials.
- 6. List recycling facilities and waste materials processors to which recyclable materials will be transported for disposal.
- 7. Include information on on-site reprocessing and reuse opportunities and recommended recycling activities.
- 8. Identify materials that are not recyclable or otherwise conservable that must be disposed of in a landfill or other means approved in writing by authorities having jurisdiction.
- 9. List permitted landfills and/or other disposal means to be utilized.
- 10. Identify materials, instances, and conditions where compliance with the requirements of this SECTION will not be possible. Request Owner's review and approval.
- 11. Include estimated costs associated with recycling, salvaging, and reusing materials and how Contractor proposes to address source reduction of materials use.
- 12. Plan shall include provisions for monthly reporting and feedback of the plan in order to assess progress and address problems.
- B. Delivery Receipts: Submit receipts for salvaged waste materials that have been received by recycling facilities. Such receipts shall be printed by the recycling facility receiving such materials and shall show the name and address of the facility; types and net weight of each type of material received; date and time of delivery; and the cash value of the materials. Submit receipts within 48 hours of printed date on receipts.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 WASTE MATERIALS MANAGEMENT

A. General Requirements:

1. In addition to requirements specified in SECTION 01 50 00 "TEMPORARY FACILITIES AND CONTROLS" implement waste management procedures in compliance with the approved Construction Waste Management Plan. Maintain procedures for the duration of the Contract.

- 2. Designate an on-site employee of the Contractor who will be responsible for training workers and implementing and managing the approved Construction Waste Management Plan.
- 3. Distribute copies of the approved Construction Waste Management Plan to the Contractors on-site superintendent and each Subcontractor.
- 4. Include waste management and recycling instruction in worker orientation and training. Provide instructions on proper collection, separation, handling, processing, recycling, and salvaging methods to be used.
- Include discussion of waste management and recycling in pre-fabrication meetings with Subcontractors and fabricators, at regular job meetings, preinstallation conferences, and at job safety meetings conducted during the course of Work.
- 6. Handle and store waste materials in a manner to prevent pollution and fire hazard.

7. Record Keeping:

- a. Keep and maintain accurate written records, accessible to the Owner, for verification of construction waste materials management. Use a spreadsheet to track the weights of construction wastes that are landfilled and the weight of construction, demolition, and land clearing wastes that are recycled.
- b. Keep and maintain accurate records, accessible to the Owner, of deliveries to recycling facilities and pickups of waste materials at the Site.
- c. Institute regular reporting and feedback of the Contractor's Construction Waste Management Plan, on not less than a monthly basis, in order to assess progress and address problems. Post this information in a conspicuous location accessible to all construction personnel.
- 8. Separate, store, protect, and handle recyclable and salvageable waste materials in a manner to prevent contamination of materials and to maximize the recyclability and salvageability of such materials.
- 9. Always maintain waste management facilities in a clean and orderly condition.
- B. On-Site Construction Waste Facilities Recyclable Materials:
 - 1. Dedicated Area:
 - a. Provide an easily accessible area of the Project Site dedicated to the separation, collection, and storage of materials for recycling.

b. Locate recycling area away from adjacent existing buildings, adjacent public gathering areas, and the area dedicated for non-recyclable construction waste, as acceptable to the Owner and public authorities having jurisdiction. Recyclable construction waste facility shall not contaminate storm water runoff or cause other damage to the environment.

Containers:

- a. Furnish adequate numbers and sizes of containers for the proper containment and temporary on-site storage of recyclable construction waste until it can be removed from the Project Site. Comply with requirements of the authority having jurisdiction and the applicable recycling facility.
- b. Containers shall be durable, covered, weatherproof, secure, and clearly labeled in the native language of all workers to indicate the type of contents to be deposited within.
- c. Furnish separate containers for each type of recyclable material to be deposited. Use separate storage containers for the following recyclable waste materials:
 - 1) Concrete, masonry, and other inert materials.
 - 2) Each type of metal.
 - 3) Untreated wood.
 - 4) Gypsum board.
 - 5) Paper.
 - 6) Plastics.
 - 7) Each type and color of glass.
 - 8) Other materials as necessary.
- d. Furnish separate storage containers for salvageable materials.
- C. On-Site Construction Waste Facilities Non-Recyclable Materials:
 - Dedicated Area:
 - a. Provide an easily accessible area of the Project Site dedicated to the collection and storage of non-recyclable construction waste.

b. Locate area for non-recyclable construction waste away from ((existing)) adjacent buildings, adjacent public gathering areas, and the area dedicated for recycling, as acceptable to the Owner and public authorities having jurisdiction. Non-Recyclable construction waste facilities shall not contaminate storm water runoff or cause other damage to the environment.

Containers:

- a. Furnish adequate numbers and sizes of containers as required for the proper containment and temporary on-site storage of construction waste until it can be removed from the Project Site.
- b. Furnish separate containers for hazardous, dangerous, and unsanitary construction waste.
- c. Containers shall be durable, covered, weatherproof, secure, and clearly labeled in the native language of all workers to indicate contents.
- D. Construction Waste Collecting, Processing, and Depositing:
 - 1. General Requirements:
 - a. Carefully place construction waste in appropriate containers in a manner to minimize noise, dust, and interference with other Work activities.
 - b. Do not place materials outside of containers or allow materials to accumulate at the Project Site without proper containment and protection. Cut items to lengths and sizes required to fit completely within storage containers.
 - c. Close container covers immediately after materials are deposited. At the end of each workday, a secure individual container covers each dedicated storage area.
 - 2. Recyclable Construction Waste Collection, Transportation, and Disposal:
 - a. In compliance with requirements of the public authority having jurisdiction, recycle eligible recyclable and salvageable construction waste.
 - b. Ensure that recyclable construction waste is clean before placing it in containers. Clean materials as necessary to comply with requirements of the recycling facilities. If contamination chemically combines with the material so that it cannot be removed, do not deposit material into recycle container. Place only clean materials in containers.
 - Dispose of recyclable construction waste at appropriate recycling facilities.
 - 3. Non-Recyclable Construction Waste Collection, Transportation, and Disposal:

- a. Arrange for the lawful collection, transportation, and disposal of construction waste on a regular and as-needed basis as required by the progress of the Work.
- b. Ensure that loads are properly secured and covered during transportation.
- c. Dispose of non-recyclable construction waste at appropriate waste-receiving facilities.

3.02 ON-SITE REMOVAL, PROCESSING, STORAGE OF WASTE MATERIALS

- A. Removal of Waste Materials from Work Areas:
 - 1. Remove waste materials from work areas and deposit them in storage containers as required, but not less often than daily.
 - Carefully deposit materials in containers in a manner to minimize noise, dust, and interference with other activities. Close container covers immediately after materials are deposited.
 - 3. Do not place materials outside of containers or allow waste materials to accumulate adjacent to containers.
- B. Handling and Processing of Recyclable Waste Materials:
 - 1. Cleaning of Recyclable Waste Materials:
 - Ensure that recyclable materials are clean before placing them in storage containers.
 - b. Clean materials as required. If contamination chemically combines with the material so that it cannot be removed, do not deposit material into recycle container. Deposit only clean materials in containers.
 - 2. Wastepaper: Classify and handle wastepaper goods as follows:
 - a. Office Paper: Collect paper in a separate container at each workstation and deposit in the appropriate storage container.
 - b. Newsprint: Newspapers and recyclable advertising supplements. Collect in a single location and deposit in the appropriate storage container.
 - c. Prints (Drawings): Set up a single location for collection. Roll together to minimize space. Deposit in the appropriate storage container.
 - 3. Packaging Materials:
 - a. Cardboard and Paperboard Cartons, Boxes, and Packaging Materials: Knock-down, fold flat, and deposit in the appropriate storage container.

- b. Newsprint, used as packing (shredded or whole): Deposit in the appropriate storage container.
- c. Plastic (polystyrene peanuts and other shapes): Deposit in the appropriate storage container.
- d. Metal and Plastic Banding Materials: Deposited in the appropriate storage container.

4. Metals:

- a. Cut items to lengths and sizes as required to fit within the appropriate storage container.
- b. Where there is sufficient quantity of a specific recyclable waste item, make special arrangements for items to be bundled, banded or tied, and stack in a designated location for a special pick-up. Coordinate such special arrangements with the Owner.
- 5. Plastics: Flatten as practicable and deposit in designated storage container.
- Glass: Where glass is marked or required to be separated by color or type, segregate glass accordingly. Deposit glass in designated storage containers.
 Glass containing imbedded wire is usually not reprocessed; verify with authorities having jurisdiction.
- 7. Gypsum Board: Deposit gypsum waste in designated storage containers.
- 8 Other Items: Where recyclability classification of a waste material is unclear, verify requirements with the authorities having jurisdiction.
- C. Handling and Storage of Non-recyclable Waste Materials: Deposit non-recyclable waste materials in the appropriate storage container.

END OF SECTION