



Riverview School District
STILLWATER
ELEMENTARY PORTABLE
MAY 30, 2017

ERICKSON • McGOVERN
Architects 

Project Manual

STILLWATER ELEMENTARY SCHOOL PORTABLE

Riverview School District

OWNER

RIVERVIEW SCHOOL DISTRICT
15510 1ST AVE NE
DUVALL, WA 98019
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FAX: (425) 844-4502

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MAY 30, 2017

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SECTION 00 4200
FORM OF PROPOSAL

FORM OF PROPOSAL

A. BIDS ARE DUE NO LATER THAN 2:00 P.M. on June 19, 2017

B. In this Section 00 4200 there is the Form of Proposal which must be submitted in its entirety with the correct bid package and at the appropriate date and time.

TO: Riverview School District
15510 1st Ave NE
Duvall, WA 98019
ATTN: Rudy Perez

C. Having carefully examined the Project Manual and Drawings entitled Stillwater Elementary School - Portable, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, materials, and supplies and to construct the project and perform all work as required by the Contract Documents for the following sums:

D. Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

E. BASE BIDS

1. For the Base Bid, as defined in the Specifications for the Stillwater Elementary School - Portable, the sum of:

(\$ _____)

(Numeric format)

_____ Dollars

(Written Format)

F. TRENCH EXCAVATION SAFETY PROVISIONS

1. (Include also in Base Bid).....(\$ _____)

2. If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in blank above (even if the value is \$0.00) to be responsive.

G. ADDENDA

1. Receipt of the following Addenda is hereby acknowledged and costs of the work therefore have been included in the proposal.

Addendum No.	Addendum No.
Addendum No.	Addendum No.

H. SALES TAX AND PERMITS

1. The retail sales tax shall not be included in the Bid sums; the Owner will pay such taxes proportionally with each periodic payment. Additional fees and permits identified as to be paid by the Contractor in Section 01 1000 - SUMMARY shall be paid by the Contractor and included the Bid.

a. The King County Department of Planning and Land Services building permit fees have been paid by the Owner and shall not be included in the Bid.

I. OVERHEAD AND PROFIT

- 1 1. All of the above Bid prices include overhead and profit.
- 2 J. THE UNDERSIGNED ALSO AGREES AS FOLLOWS
- 3 1. To do any extra work, not covered by the above schedule of prices which may be ordered by
- 4 the Owner, pursuant to the Contract Documents.
- 5 K. TIME OF COMPLETION & LIQUIDATED DAMAGES
- 6 1. See Section 01 1000 - SUMMARY
- 7 L. CONTRACT AND BOND
- 8 1. If the Undersigned be notified of the acceptance of this Bid within forty-five (45) days after the
- 9 time set for opening bids, he agrees to execute a Contract for the above work for a
- 10 compensation established by adjusting the Base Bid by any Alternate Bids selected by the
- 11 Owner, in the Form of Agreement required by the Specifications, and to furnish Performance
- 12 and Labor and Material Payment Bonds (if bid exceeds \$35,000.00) as required by the
- 13 Specifications.
- 14 2. The Standard Form of the agreement between the Owner and the Contractor is included in
- 15 the specifications.
- 16 M. BID GUARANTEE
- 17 1. The Undersigned further agrees that the check or bid bond accompanying this Bid is left in
- 18 escrow with the Owner, that its amount is the measure of the damages which the Owner will
- 19 sustain by the failure of the Undersigned to execute said agreement and bonds, and that if
- 20 the Undersigned fails to deliver said documents within ten (10) days after written notice of the
- 21 award of the Contract to him, then the check shall become the property of the Owner or the
- 22 bid bond shall remain in full effect. But if this Bid is not accepted within forty-five (45) days
- 23 after the time set for opening bids, or if the Undersigned delivers said Contract and bonds,
- 24 then the check shall be returned to him or the bid bond shall become void.
- 25

COMPANY NAME:	
SIGNATURE:	
TITLE:	
ADDRESS:	
STATE:	
ZIP:	
TELEPHONE NO.	
CONTRACTOR'S REGISTRATION NO.	

26

END OF SECTION

SECTION 00 5000
AGREEMENT

AGREEMENT BETWEEN
SCHOOL DISTRICT AND CONTRACTOR

The effective date of the Agreement is: _____

The Parties to the Agreement are

The "School District"
The "Contractor"

Riverview School District

Contract Sum for the Work: _____ + WSST

Date of Substantial Completion of the Work: August 24, 2017

Date of Final Completion of the Work: 30 Calendar days from substantial completion

Liquidated Damages: \$300 per day for substantial completion

Unit Prices: N/A

Minimum Required Insurance

Commercial General Liability: At least \$1 million per occurrence;
\$1 million general aggregate

Commercial Auto Liability, Owned
And Non-Owned Auto Liability: At least \$1 million

Workers' compensation (industrial
Insurance): State statutory amount

Employer's Liability: At least \$100,000

Installation Floater: Value of goods and equipment to be
Installed

The School District and Contractor agree as set forth below.

ARTICLE 1: THE WORK. The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

ARTICLE 2: COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION

2.1 The date of commencement of the Work (the date from which the Contract Time is measured) is the date of this Agreement.

2.2 The Contractor shall achieve Substantial Completion and Final Completion of the entire Work as specified above, subject to adjustments of the Contract Time as provided in

1 the Contract Documents.

2 ARTICLE 3: THE CONTRACT SUM. The School District shall pay the Contractor the
3 Contract Sum for the performance of the Contract, subject to additions and deductions
4 as provided in the Contract Documents.

5 ARTICLE 4: PAYMENT. The School District will pay the Contractor based upon an
6 Application for Payment within thirty (30) days of an approved Application for Payment.

7 ARTICLE 5: PERMITS AND FEES. The Contractor shall secure and pay all governmental
8 permits, fees, licenses, and inspections.

9 ARTICLE 6: ENUMERATION OF CONTRACT DOCUMENTS. The Contract Documents include
10 the executed Agreement, including the attached General Conditions, any
11 Supplementary and other Conditions of the Agreement, the Specifications, the Drawings,
12 any Addenda, and the prevailing wage rates set forth by the Department of Labor and
13 Industries (determined as of the Bid Date for the county in which the Project is located and
14 are available at
15 <http://www.lni.wa.gov/TradesLicensing/PrevWages/WageRates/default.asp>), and are
16 enumerated as follows:

17 1. Specifications:

<u>Section</u>	<u>Description</u>	<u>Pages</u>
18 See Attachment A	Table of Contents	_____

20 2. Drawings:

21 See Attachment B	Index of Drawings	_____
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22 School District: Riverview School District _____

23 By: _____ By: _____

24 Title: _____ Title: _____

25 GENERAL CONDITIONS

26 ARTICLE 7: THE CONTRACT DOCUMENTS 40 Contractor's obligations.

28 7.1 The intent of the Contract Documents is
29 to include all items necessary for the proper
30 execution and completion of the Work by the
31 Contractor. Performance by the Contractor is
32 required to the extent consistent with the Contract
33 Documents and reasonably inferable from them as
34 being necessary to produce the intended results.

35
36 7.2 "Work" means the construction and
37 services required by the Contract Documents and
38 include all labor, materials, equipment and services
39 to be provided by the Contractor to fulfill the

41 ARTICLE 8: ADMINISTRATION OF THE AGREEMENT

42 8.1 The School District will provide
43 administration of the Agreement. If an Architect or
44 Engineer is also involved, its duties beyond those
45 addressed in the General Conditions will be
46 described in an attachment to this Agreement.

47 8.2 School District representatives are not
48 authorized to revoke, alter, relax or release any
49 requirements of the Contract Documents, or to
50 approve or accept any portion of the Work not

1 executed in accordance with, or to issue
2 instructions contrary to, the Contract Documents.

3 8.3 The School District may reject work when,
4 in its opinion, the Work does not conform to the
5 Contract Documents.

6 8.4 The School District may visit the site at
7 intervals it considers appropriate to the stage of the
8 Work to become generally familiar with the progress
9 and quality of the completed Work.

10 **ARTICLE 9: THE CONTRACTOR**

11 9.1 Using its best skill and attention, the
12 Contractor shall perform, supervise and direct the
13 Work. The Contractor shall be solely responsible for
14 and have control over construction means,
15 methods, techniques, sequences, procedures and
16 personnel, for safety, and for coordinating all
17 portions of the Work under the Agreement. The
18 Contractor shall provide and pay for all labor,
19 materials, equipment, tools and machinery,
20 transportation, and other facilities and services
21 necessary for the proper execution and completion
22 of the Work.

23 9.2 Subcontractors. A "Subcontractor" is a
24 person or entity that has a direct contract with the
25 Contractor to perform a portion of the Work at the
26 Site or to supply materials or equipment. A
27 "Subcontractor of any tier" includes Subcontractors
28 and all lower level sub-subcontractors and
29 suppliers. As soon as practicable and no later than
30 ten (10) days after award of the Agreement, the
31 Contractor shall confirm in writing to the School
32 District the names of the Subcontractors for each
33 portion of the Work.

34 9.3 Workers. The Contractor shall enforce
35 strict discipline and good order among persons
36 carrying out the Work and shall not permit
37 employment of unfit persons or persons not skilled in
38 tasks assigned to them. A person shall be unfit and
39 removed from the Work who has been found guilty
40 of any felony crime as specified in RCW
41 28A.400.330, generally crimes against children.

42 9.4 Compliance with Law. The Contractor, its
43 employees and representatives shall at all times
44 comply with all applicable laws, ordinances,
45 statutes, rules and regulations, federal and state,
46 county and municipal, and particularly those
47 relating to wages, hours, fair employment practices,
48 non-discrimination, safety and working conditions.

49 9.5 Prevailing Wages. Pursuant to 39.12, no
50 worker, laborer, or mechanic shall be paid less than
51 the "prevailing rate of wage" (in effect as of the
52 date that bids were due).

53 9.6 Hours of Labor. The Contractor shall
54 comply with all applicable provisions of RCW 49.28.

55 9.7 **Workers' Right to Know.** The Contractor
56 shall comply with RCW 49.70 and WAC 296-62-054
57 regarding workplace surveys and material safety
58 data sheets for "hazardous" chemicals at the Site.

59 9.8 Warranty. The Contractor warrants that
60 materials and equipment furnished under the
61 Agreement will be of good quality and new, that
62 the Work will be performed in a workmanlike
63 manner, free from defects not inherent in the
64 quality required or permitted, and that the Work will
65 conform to the requirements of the Contract
66 Documents.

67 9.9 Submittals. The Contractor shall review,
68 approve and submit to the School District with
69 reasonable promptness Shop Drawings, Product
70 Data, Samples and similar submittals required by
71 the Contract Documents. The Work shall be in
72 accordance with approved submittals.

73 9.10 Progress Schedule. Within ten (10)
74 days of execution of this Agreement, the
75 Contractor shall submit a schedule of the Work to
76 the School District.

77 9.11 Clean-Up. The Contractor shall keep
78 the premises and surrounding area free from
79 accumulation of waste materials caused by
80 operations under the Agreement.

81 9.12 Indemnification. Subject to the
82 following and to the extent of the Contractor's
83 negligence, the Contractor shall defend, indemnify,
84 and hold harmless the School District and its agents,
85 employees, consultants, successors and assigns
86 from and against all claims, damages, losses and
87 expenses, direct and indirect, or consequential,
88 including costs and attorneys' fees incurred on such
89 claims and in proving the right to indemnification,
90 arising out of or resulting from the performance of
91 the Work or any act or omission of the Contractor,
92 its agents, any of its Subcontractors of any tier, and
93 anyone directly or indirectly employed by them.

94 9.13 Records. The Contractor shall
95 maintain and preserve books, ledgers, records,
96 documents, estimates, correspondence, logs,

1 schedules, electronic data and other evidence
2 relating or pertaining to the costs and/or
3 performance of the Contract ("records"). Within
4 seven (7) days of the School District's request, the
5 Contractor shall make available at the Contractor's
6 office all records for inspection, audit and
7 reproduction (including electronic reproduction) by
8 the School District's representatives.

9 9.14 Licensing. The Contractor shall be duly
10 licensed in the jurisdiction of the Project.

11 ARTICLE 10: CONSTRUCTION NOT BY THE
12 CONTRACTOR

13 10.1 The School District may perform
14 construction or operations related to the Project
15 with its own forces and to award separate
16 contracts in connection with other portions of the
17 Project under contractual conditions substantially
18 similar to those of the Contract Documents.

19 10.2 The Contractor shall afford the School
20 District and separate contractors reasonable
21 opportunity for the introduction and storage of their
22 materials and equipment and performance of their
23 activities, and shall connect and coordinate the
24 Contractor's construction and operations as
25 required by the Contract Documents.

26 ARTICLE 11: CHANGES IN THE WORK

27 11.1 The School District, without invalidating
28 the Agreement, may order changes in the Work
29 consisting of additions, deletions or modifications
30 ("Changes"), and the Contract Sum and Contract
31 Time will be adjusted accordingly. Changes in the
32 Work, the Contract Sum and/or the Contract Time
33 shall be authorized only by written Change Order
34 signed by the School District and the Contractor.

35 11.1.1 Change Orders. A
36 Change Order is a written instrument signed by the
37 School District and the Contractor stating their
38 agreement upon a change in the Work; the
39 amount of any adjustment in the Contract Sum and
40 the extent of any adjustment in the Contract Time.

41 11.1.2 Proposal Request. A
42 Proposal Request is a written order prepared and
43 signed by the School District and the Contractor,
44 stating their agreement upon a change in the Work,
45 the method for determining the adjustment in the
46 Contract Sum, if any; and the method for
47 determining the adjustment in the Contract Time, if
48 any.

49 11.2 If the parties cannot agree on the cost
50 or credit to the School District from a Change in the
51 Work, the Contractor shall keep and present an
52 itemized accounting with supporting data. The
53 total cost of any Change or Claim shall be limited
54 to the reasonable value of the direct labor costs,
55 materials costs, construction equipment usage costs
56 for the actual time equipment appropriate to the
57 Work is used solely on the Change in the Work, the
58 cost of any change in insurance, Subcontractor
59 costs, and a Fee for all combined overhead and
60 profit, including impact costs of any kind limited to
61 12% of the cost of any materials or work performed
62 by a Contractor's or Sub-contractor's own forces,
63 8% of amounts due to lower-tier Subcontractors.

64 11.3 Claims for Concealed or Unknown
65 Conditions. If conditions unknown to the
66 Contractor are encountered at the site that are (1)
67 concealed physical conditions that differ materially
68 from those indicated in the Contract Documents or
69 (2) unknown physical conditions of an unusual
70 nature that differ materially from those ordinarily
71 found and generally recognized as inherent in
72 activities of the character provided for in the
73 Contract Documents, then the Contractor shall give
74 written notice to the School District promptly before
75 conditions are disturbed and in no event later than
76 seven (7) days after the first observance on the
77 conditions. Any Claim arising from such condition
78 shall be made in accordance with the dispute
79 resolution process.

80 ARTICLE 12: TIME

81 12.1 If, through no fault of the Contractor or
82 a Subcontractor of any tier, the Work is delayed by
83 changes ordered in the Work, unanticipated
84 general labor disputes, fire, unusual delay in
85 deliveries, abnormal adverse weather conditions
86 not reasonably anticipatable, unavoidable
87 casualties or any other causes beyond the
88 Contractor's control, then the Contract Time shall
89 be extended by Change Order to the extent the
90 critical path is affected. The Contractor and
91 Subcontractors shall be entitled to damages for
92 delay, only where the School District's actions or
93 inactions were the actual, substantial cause of the
94 delay and where the Contractor could not have
95 reasonably avoided the delay by the exercise of
96 due diligence. If a delay was caused by the
97 Contractor, a Subcontractor of any tier, or anyone
98 acting on behalf of them, the Contractor is not
99 entitled to an increase in the Contract Time or in
100 the Contract Sum.

1 12.2 The timely completion of this Project is
2 essential to the School District. The School District
3 will incur serious and substantial damages if
4 Substantial Completion of the Work does not occur
5 within the Contract Time; however, it would be
6 difficult if not impossible to determine the amount
7 of such damages. Consequently, the Agreement
8 may include provisions for liquidated damages,
9 which are not affected by partial completion,
10 occupancy, or beneficial occupancy; otherwise,
11 the Contractor is responsible for actual damages.

12 ARTICLE 13: PAYMENTS AND COMPLETION

13 13.1 Payments. Payment shall be made as
14 provided in this Agreement. If progress payments
15 are specified, they will be made as specified in the
16 Supplemental Conditions.

17 13.2 Prevailing Wages. The Contractor shall
18 comply with all applicable provisions of RCW 39.12,
19 including but not limited to submission of approved
20 "Statement of Intent to Pay Prevailing Wage,"
21 payment of all L&I fees, submission and posting of
22 approved "Statements of Intent to Pay Prevailing
23 Wages" and payment of prevailing wages.

24 13.3 Withheld Payment. Payment may be
25 withheld on account of (1) defective Work not
26 remedied, (2) claims filed by third parties, (3) failure
27 of the Contractor to make payments properly for
28 labor, materials or equipment, (4) damage to the
29 School District or another contractor, (5) reasonable
30 evidence that the unpaid balance would not be
31 adequate to cover actual or liquidated damages
32 for delay for which the Contractor is responsible, (6)
33 failure to carry out the Work in accordance with the
34 Contract Documents, or (7) liquidated damages.

35 13.4 Substantial Completion.

36 13.4.1 When the Contractor
37 believes that the Work is Substantially Complete, it
38 shall notify the School District in writing. When the
39 School District agrees, it will issue a Certificate of
40 Substantial Completion. Substantial Completion is
41 the state in the progress of the Work when the
42 construction is sufficiently complete, in accordance
43 with the Contract Documents, so the School District
44 can fully utilize the Work (or a designated portion)
45 for its intended use. All Work other than incidental
46 corrective or punchlist work and final cleaning shall
47 have been completed. The Work is not

48 Substantially Complete if all systems and parts
49 affected by the Work are not usable. The fact that
50 the School District may use or occupy the Work or
51 designated portion thereof does not indicate that
52 the Work is Substantially Complete, nor does such
53 occupation toll or change any liquidated damages
54 due the School District.

55 13.4.2 Immediately before any
56 occupancy, the School District will schedule an
57 inspection tour of the area to be occupied.
58 Representatives of the School District and
59 Contractor will jointly tour the area and record
60 items still remaining to be finished or corrected. The
61 Contractor shall supply and install any items missed
62 by the inspection but required or necessary for Final
63 Completion as a part of the Contract Sum.

64 13.5 Final Payment. Pursuant to RCW 60.28,
65 completion of the Contract Work shall occur and
66 final payment shall become due after the
67 Contractor has been notified that the Work has
68 been concluded and submits the items listed below
69 to the School District, any required occupancy
70 permit has been issued and the School District's
71 Board of Directors formally accepts the Project.

72 .1 An affidavit that all payrolls,
73 Subcontractors, bills for materials and equipment,
74 and other indebtedness connected with the Work
75 for which the School District might be responsible or
76 encumbered, have been paid or otherwise
77 satisfied,

78 .2 A certificate evidencing that
79 insurance required by the Contract Documents to
80 remain in force after final payment is currently in
81 effect and will not be cancelled or allowed to
82 expire until at least *thirty (30) days'* prior written
83 notice has been given to the School District,

84 .3 Other data establishing payment
85 or satisfaction of or protection (satisfactory to the
86 School District) against all obligations, such as
87 receipts, releases and waivers of liens arising out of
88 the Contract, satisfactorily demonstrating to the
89 School District that the claims of Subcontractors
90 and laborers who have filed claims have been
91 paid,

92 .4 Pursuant to RCW 39.12.040,
93 required "Affidavits of Wages Paid,"

94 .5 Pursuant to RCW 50.24, a
95 certificate from the Department of Employment

**Stillwater Elementary School Portable
Riverview School District
Erickson McGovern Architects**

1 Security,

2 .6 A certified statement that the
3 Contractor has closed all necessary permits or
4 otherwise met the requirements of all governing
5 jurisdictions related to this Project,

6 .7 All warranties, guarantees,
7 certificates, spare parts, specified excess material,
8 and other documents or items required by the
9 Contractor Documents,

10 .8 A legible hard copy of the as-built
11 drawings, and

12 .9 Original permits and permit
13 documents.

14 13.6 If any Subcontractor of any tier refuses
15 to furnish a release or waiver required by the School
16 District, the School District may retain such amount
17 as to defray the cost of foreclosing the liens of such
18 ~~claims and to pay attorneys' fees, the total of which~~
19 ~~shall be no less than 150% of the claimed amount.~~
20 If any such lien remains unsatisfied after all
21 payments are made, the Contractor shall refund to
22 the School District all moneys that the latter may be
23 compelled to pay in discharging such lien,
24 including all costs and reasonable attorneys' fees.

25 13.7 Waivers.

26 13.7.1 Final Payment by the School
27 District. The making of final payment shall
28 constitute a waiver of claims by the School District
29 except those arising from (1) claims or
30 encumbrances arising out of the Agreement and
31 unsettled; (2) failure of the Work to comply with the
32 requirements of the Contract Documents; or (3)
33 terms of warranties required by the Contract
34 Documents or law.

35 13.7.2 Final Payment to the
36 Contractor. Acceptance of final payment by the
37 Contractor shall constitute a waiver of Claims
38 except those previously made in writing and
39 identified in writing as unsettled on the final
40 Application for Payment.

41 13.7.3 Change Orders. The execution
42 of a Change Order shall constitute a waiver of
43 Claims by the Contractor arising out of the Work to
44 be performed or deleted pursuant to the Change
45 Order, except as specifically described in the
46 Change Order. If the Contractor adds a
47 reservation of rights that has not been initialed by

48 the School District, any amounts previously agreed
49 shall be considered disputed and not yet payable.

50 13.8 Warranty of Title. The Contractor
51 warrants and guarantees that title to Work,
52 materials and equipment covered by payment,
53 whether incorporated in the Project or not, will pass
54 to the School District no later than the time of
55 payment, free and clear of liens.

56 ARTICLE 14: PROTECTION OF PERSONS AND
57 PROPERTY

58 14.1 The Contractor shall be solely
59 responsible, and the School District shall not have
60 responsibility, for all aspects of safety. The
61 Contractor shall take reasonable precautions for
62 safety of, and shall provide reasonable protection
63 of persons and property to prevent damage, injury
64 or loss.

65 14.2 The Contractor shall not be required to
66 perform without consent any Work relating to
67 asbestos or polychlorinated biphenyl ("PCB"), unless
68 identified as such in the Contract Documents.

69 ARTICLE 15: INSURANCE AND BONDS

70 15.1 **Contractor's Liability Insurance.** The
71 Contractor shall purchase from and maintain in a
72 company or companies lawfully authorized and
73 admitted to do business in the jurisdiction in which
74 the Project is located, possessing a Best's
75 policyholder's rating of "A minus" or better and a
76 financial rating of no less than VIII, and reasonably
77 acceptable to the Owner, an occurrence-based
78 Commercial General Liability Insurance Policy,
79 which shall provide personal injury, bodily injury,
80 and property damage liability to cover the
81 Contractor's operations, including Subcontractors
82 and suppliers of any tier, and including but not
83 limited to premises, products/completed
84 operations, personal injury, blanket contractual
85 liability, explosion, collapse or underground (XCU),
86 and stopgap employer's liability; advertising injury;
87 automobile liability (including but not limited to
88 owned, non-owned, and hired vehicles) on work
89 the Contractor may subcontract or sublet to others
90 and on the indemnity provisions of this Contract.
91 This insurance shall name the Owner, any Architect
92 or Engineer and their consultants and employees as
93 additional insureds and will include a severability of
94 interest (cross liability clause) for Work performed
95 under this Contract. The Contractor's policy shall
96 be designated primary coverage for both defense
97 and indemnity, and any Owner's policies excess

1 and shall have limits of liability insurance not less
2 than those described herein. Such limits of liability
3 insurance shall have per project general aggregate
4 provisions and shall be no less than those described
5 herein as will protect the Contractor from claims
6 that may arise out of or result from the Contractor's
7 operations and completed operations under the
8 Contract and for which the Contractor may be
9 legally liable, whether such operations be by the
10 Contractor or by Subcontractor or by anyone
11 directly or indirectly employed by any of them, or
12 by anyone for whose acts any of them may be
13 liable. Before commencing the Work or exposure to
14 loss can occur, the Contractor shall furnish the
15 School District with a signed Certificate of Insurance
16 in a form reasonably acceptable to the School
17 District as evidence of all insurance required by the
18 Contract Documents. Coverage shall be
19 maintained without interruption from the date of
20 commencement of the Work until no earlier than
21 the date of Final Acceptance. Completed
22 operations coverage shall remain in force for three
23 (3) years after Final Acceptance.

24 15.2 Property Insurance. The School District
25 shall insure the property in the amount of its
26 insurable replacement cost, including additions
27 and alterations, against physical loss. The policies
28 shall inure to the benefit of the School District only.
29 Upon the occurrence of an insured loss, the School
30 District shall have the power to adjust and settle any
31 loss with the insurers. The Contractor shall bear the
32 risk of any loss, damage or destruction of its own
33 property to the extent that it will not be
34 incorporated in the Work, including but not limited
35 to loss from theft or vandalism. Any insurance
36 provided by the School District will not cover any
37 such loss, damage or destruction. The Contractor
38 shall carry an "installation floater" to cover its goods
39 and equipment on site.

40 15.3 Payment and Performance Bond. The
41 Contractor is required by RCW 39.08 to secure a
42 payment and performance bond on this Project in
43 a form and with a surety approved by the School
44 District.

45 ARTICLE 16: CORRECTION OF WORK

46 16.1 The Contractor shall promptly correct
47 Work rejected or failing to conform to the
48 requirements of the Contract Documents at any
49 time through a period of one (1) year from the date
50 of Substantial Completion of the Agreement or by
51 terms of a longer manufacturer's warranty or an

52 applicable special warranty required by the
53 Contract Documents.

54 16.2 If the Contractor fails to correct Work
55 that is not in accordance with the requirements of
56 the Contract Documents or fails to carry out the
57 Work in accordance with the Contract Documents,
58 the School District, by a written order, may order the
59 Contractor to stop the Work, or any portion thereof,
60 until the cause for such order has been eliminated.

61 16.3 Nothing in this Article shall establish a
62 period of limitation with respect to other obligations
63 that the Contractor might have under the Contract
64 Documents.

65 ARTICLE 17: MISCELLANEOUS PROVISIONS

66 17.1 The Agreement shall be governed by
67 the internal law of Washington, without regard to its
68 choice-of-law provisions.

69 17.2 The Contractor shall give notices and
70 comply with applicable laws, rules, regulations and
71 orders of public authorities, including but not limited
72 to RCW 39.06 and RCW 18.27 (Registration), RCW
73 49.60 (Discrimination), RCW 70.92 (Aged and
74 Handicapped Persons), WAC 296-155 (Safety
75 Standards), RCW 50.24 (Unemployment
76 Compensation), Drug-Free Workplace Act of 1988
77 (Drug-Free Workplace), RCW 9.41.280 (Weapons)
78 and RCW 49.26 (any asbestos removal). Smoking or
79 use of any kind of lighted smoking equipment,
80 material, or smokeless tobacco products is
81 prohibited on all School District property.

82 ARTICLE 18: TERMINATION OF THE CONTRACT

83 18.1 Termination for Cause by Contractor. If
84 the School District fails to make payment for a
85 period of sixty (60) days through no fault of the
86 Contractor, the Contractor may, upon seven (7)
87 *additional days'* written notice, terminate the
88 Agreement and recover from the School District
89 payment for all Work executed.

90 18.2 Termination for Cause by the School
91 District. The School District may, upon seven (7)
92 *days'* written notice to the Contractor, terminate
93 without prejudice the whole or any portion of the
94 Work for cause, including but not limited to the
95 Contractor's material breach of this Agreement,
96 the Contractor's failure to prosecute the Work or
97 any portion thereof with sufficient diligence to
98 ensure the Substantial Completion of the Work
99 within the Contract Time, the Contractor's material

1 disregard of laws, ordinances, rules, regulations or
2 orders of any public authority having jurisdiction,
3 the Contractor's being adjudged bankrupt, making
4 a general assignment for the benefit of its creditors,
5 or a receiver being appointed on account of the
6 Contractor's insolvency.

7 18.3 Termination for Convenience by
8 School District. The School District may, at any time
9 upon *ten (10) days'* written notice to the
10 Contractor, terminate without prejudice the whole
11 or portion of the Work for the convenience of the
12 School District. The School District shall be liable to
13 Contractor only for (1) the amount due under this
14 Agreement for the performance of the Work
15 terminated and (2) other pre-approved costs,
16 consistent with the categories in Paragraph 11.2,
17 necessary and reasonably incurred in connection
18 with the termination of Work.

19 18.4 Effects of Termination.

20 18.4.1 The total sum to be paid to
21 the Contractor under this Paragraph 18 shall not
22 exceed the Contract Sum as reduced by the
23 amount of payments otherwise made.

24 18.4.2 Unless the School District
25 directs otherwise, after receipt of a Notice of
26 Termination by the School District, the Contractor
27 shall promptly stop Work as specified in the Notice
28 of Termination, place no further orders or
29 subcontracts, except as necessary for the
30 completion of non-terminated Work, procure
31 cancellation of all orders and subcontracts to the
32 extent related to the performance of terminated
33 Work, assign to the School District all of the right, title
34 and interest of the Contractor under all orders and
35 subcontracts, with the School District's approval,
36 settle all outstanding liabilities and all claims arising
37 out of such termination of orders and subcontracts
38 not assigned to the School District, transfer title and
39 deliver to the entity or entities designated by the
40 School District the fabricated or unfabricated parts,
41 Work in process, partially completed supplies and
42 equipment, materials, parts, tools, dies, jigs and
43 other fixtures, completed Work, supplies and other
44 material produced as part of, or acquired in
45 connection with the performance of, the Work
46 terminated, and the completed or partially
47 completed plans, drawings, information and other
48 property related to the Work, take such action as
49 may be necessary or as directed by the School
50 District to preserve and protect the Work and

51 property related to this Project in the possession of
52 the Contractor in which the School District has an
53 interest, and continue performance only to the
54 extent not terminated.

55 18.4.3 The damages and relief
56 from termination shall be the Contractor's sole
57 entitlement in the event of termination.

58 ARTICLE 19: DISPUTE RESOLUTION

59 19.1 All claims, disputes and other matters
60 in question of the Contractor arising out of, or
61 relating to, the Contract Documents or the breach
62 thereof ("Claims") shall be decided exclusively by
63 the following dispute resolution procedure. The
64 Contractor shall diligently carry on the Work and
65 maintain the progress schedule during the dispute
66 resolution procedure, unless the parties mutually
67 agree in writing otherwise.

68 19.2 Notice of Claim. The Contractor shall
69 submit notice of all Claims to the School District in
70 writing within *fourteen (14) days* of the event giving
71 rise to them.

72 19.3 Claim Submission. Within *thirty (30)*
73 *days* of the event giving rise to the Claim, the
74 Contractor shall provide the School District in writing
75 with a Claim, including a clear description of the
76 Claim, all changes in cost and in time, and data
77 supporting the Claim.

78 19.4 Litigation. Any Claim arising out of or
79 related to the Contract, or the breach thereof,
80 except for Claims which have been waived as
81 provided elsewhere in the Contract Documents
82 and except for Claims waived under the provisions
83 of the Contract Documents, shall be decided by
84 court of competent jurisdiction pursuant to the
85 regular rules of civil procedure unless the parties
86 hereafter mutually agree in writing to mediation or
87 binding arbitration. This provision for litigation in
88 place of arbitration shall be called in these
89 Contract Documents "dispute resolution." When
90 the term "demand for mediation or arbitration" or
91 any phrase with similar meaning shall be used in the
92 Contract Documents, there shall be deemed
93 substituted in the place thereof the term
94 "commencement of litigation." Litigation may be
95 commenced when *forty-five (45) days* have passed
96 after a Claim has been referred and no decision
97 has been rendered.

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Supplemental Conditions

Progress Payments. Progress payments shall be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

1. Draft Application. Within the first *ten (10) days* of each month, the Contractor shall submit to the School District a report on the current status of the Work as compared to the Progress Schedule and a draft itemized application for payment for Work performed during the prior calendar month. This shall not constitute a payment request. The Contractor, the School District and the Architect or Engineer (if any) shall meet within the next *ten (10) days* and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The School District may request the Contractor to provide data substantiating the Contractor's right to payment, such as copies of requisitions or invoices from Subcontractors. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

2. Payment Request. Within *five (5) days* after the Contractor and the School District have met and conferred regarding the draft application, and the Contractor has furnished all data requested, the Contractor may submit a payment request in the agreed-upon amount, in the form of a notarized, itemized Application for Payment of Work performed during the prior calendar month on a form supplied or approved by the School District. Among other things, the Application shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent to pay prevailing wages on file with the School District and that all payments due **Subcontractors from School District's prior payments have been made.** THE SUBMISSION OF THIS APPLICATION CONSTITUTES A CERTIFICATION THAT THE CONTRACT IS CURRENT ON THE PROGRESS SCHEDULE, unless otherwise noted on the application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, within the same *five (5) day* time period, submit to the School District a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

1 3. Payments to Subcontractors. No payment request shall include amounts the
2 Contractor does not intend to pay a Subcontractor. If, after making a request for
3 payment but before paying a Subcontractor for its performance covered by the
4 payment request, the Contractor discovers that part or all of the payment
5 otherwise due to the Subcontractor is subject to withholding from the
6 Subcontractor for unsatisfactory performance, the Contractor may withhold the
7 amount as allowed under the subcontract, but it shall give the Subcontractor and
8 the School District written notice of the remedial actions that must be taken as
9 soon as practicable after determining the cause for the withholding but before the
10 due date for the Subcontractor payment, and pay the Subcontractor within *eight*
11 *(8) working days* after the Subcontractor satisfactorily completes the remedial
12 action identified in the notice.

13 4. Schedule of Values. Prior to submitting the first Application for Payment, the
14 Contractor shall submit to the Owner a schedule of values allocating the entire
15 Contract Sum to the various portions of the Work and prepared in such form and
16 supported by such data to substantiate its accuracy as the Owner may require.
17 The approved Schedule of Values shall be used as a basis for reviewing the
18 **Contractor's Applications for Payment.** The Schedule of Values shall allocate ten
19 percent (10%) of the Contract Sum as a separate line item for that portion of the
20 Work between Substantial Completion and Final Completion, including, for
21 example, completion of the punchlist, furnishing of deliverables required by the
22 Contract Documents, commissioning, trainings, and completion of all requirements
23 for Final Completion and final payment. This line item will be earned and paid as a
24 part of the final payment. This percentage is not the statutory retainage described
25 in Section 5 but rather requires the Contractor to recognize that it will expend
26 significant efforts and costs in advancing the Work from Substantial Completion to
27 Final Completion, and that this amount is not earned until Final Completion of the
28 Work is accomplished.

29 5. Retainage. Pursuant to RCW 60.28, the School District will reserve 5% from the
30 moneys the Contractor earns on estimates during the progress of the Work, to be
31 retained as a trust fund for the protection and payment of the claims of any
32 person arising under the Agreement and the state with respect to taxes imposed
33 that may be due from the Contractor. The moneys reserved will be retained in a
34 fund by the School District until *forty-five (45) days* following Final Acceptance. If
35 moneys are retained from the Contractor, it may retain payment of not more than
36 5% from the moneys earned by any Subcontractor, provided that the Contractor
37 pays interest to the Subcontractor at the same interest rate it receives from its
38 reserved funds.

39 END OF SECTION

SECTION 00 5200

GENERAL REQUIREMENTS & CONDITIONS

Riverview School District

GENERAL REQUIREMENTS & CONDITIONS

1. All work shall be completed in accordance with applicable laws, ordinances, codes, and regulations. Unless otherwise specified, Contractor shall be responsible for obtaining all permits and approvals from agencies with jurisdiction.
2. Contactor shall comply with the requirements of RCW 39.12 regarding the payment of prevailing wages, including the requirements to deliver a Statement of Intent to Pay Prevailing Wages and post notice of such intent **prior to commencement of work**, and to file an Affidavit of Wages Paid after completion of the work. Contractor shall provide certified payroll records.
3. All work under this Agreement shall be subject to the requirements of RCW 60.28.011 regarding the retention of a percentage of the amount to be paid Contractor or the provision of other security, pending the completion of the work and the release of any and all liens by subcontractors and suppliers.
4. If the price to be paid for the work by District exceeds \$35,000, Contractor shall, pursuant to RCW 39.08.010, post a performance/payment bond.

If the price to be paid for the work by District is less than \$35,000, Contractor shall, pursuant to RCW 39.08.010, either post a performance/payment bond or the Contractor may request in writing that the Owner retain 50% of the contract amount for a period of 45 days from the date of acceptance or until necessary releases and settlement from liens, if any, whichever is later. Letter must have signature and company name and be forwarded to: Capital Projects, Riverview School District 15510 1st Ave NE, Duvall, WA 98019
5. Contractor shall maintain the following insurance issued by insurance companies admitted in the State of Washington and acceptable to the Owner, with a Best Rating of no less than "B+VII", providing no less than the following coverage and limits. Such insurance shall protect against claims arising from any act or omission of the Contractor or the subcontractors or by anyone employed directly or indirectly by either of them. A certificate of insurance evidencing the following coverages shall be forwarded to Riverview School District, Attention: Capital Projects, **prior** to the commencement of work. Such certificate shall state that the coverage cannot be cancelled or materially changed without 30 days prior notice to the Owner:
 - a. Commercial General Liability with a limit of \$1,000,000 bodily injury, personal injury and property damage combined per occurrence, with \$1,000,000 aggregate is required. Such insurance shall include contractual, broad form property damage, and fire and water damage legal liability and shall include an endorsement naming the Owner and its officials, employees, agents, and agencies having jurisdiction as additional insureds.
 - b. Automobile Liability covering all autos with a limit of \$1,000,000 bodily injury and property damage combined per accident.
 - c. Evidence of Workers' Compensation.

1 The District carries builder’s risk insurance on its property for the interest of the District only. The
2 Contractor is responsible for any damage, which it may cause. The Contractor may choose to
3 purchase builder’s risk or other insurance to cover this risk.

4 6. Contractor shall protect all school occupants and property from injury or damage caused by the
5 work, and to the extent possible, Contractor shall minimize any disruption of normal functions and
6 activities of the school during work.

7 7. Contractor shall clean up and remove all refuse and unused materials from areas open to school
8 use at the end of each workday, and from all areas prior to final completion of the work.
9 Contractor shall repair, at Contractor’s expense, any damage caused by Contractor while working
10 pursuant to this contract.

11 8. All activities performed by Contractor are performed at its own risk. Contractor shall hold the
12 District and authorities having jurisdiction harmless and defend the District against all claims, liens,
13 suits, expenses, or other liability for injury or death to any person or damage to or destruction of
14 any property arising from Contractor’s performance of the work, provided this provision shall not
15 apply to any injury, death, damage or destruction caused by the sole negligence of the District.

16 9. Contractor shall guarantee all work to be new and free from faults and defects in materials and
17 workmanship for a period of one year after the date of the District’s acceptance of the work, or for
18 any longer period of time required by law.

19 10. Contractor will comply fully with all ADA/504 requirements.

20 11. Prior to submitting the proposal, the Contractor and each Subcontractor shall have evaluated and
21 satisfied themselves as to the conditions and limitations under which the work is to be performed.

22 12. Adjustments to the contract sum will be limited to 15% overhead and profit for Contractor and 15%
23 overhead and profit for Subcontractor with a maximum of 30% overhead and profit combined for
24 all tiers.

25 13. The Owner shall have the right to terminate the Agreement for default if the Contractor:

26 a. Refuses or fails to supply sufficient properly skilled workmen or materials of the proper
27 quality, or

28 b. Fails to prosecute the work continuously to completion with promptness and diligence, or

29 c. Fails to perform any of Contractor’s obligations under the Agreement.

30 14. The District reserves the right to request, prior to the release of final payment, that Contractors
31 must submit proof of payment for themselves and all subcontractors under their direct control of
32 all L&I premiums affected by this project to the Capital Projects Office. This includes sufficient
33 detail to reconcile the corresponding premium liability generated as a result of this project to the
34 payment.

35 **END OF SECTION**

1 **SECTION 01 0000**
2 **SCHEDULE OF DRAWINGS**

3 **GENERAL**

4 A0.00 PROJECT INFORMATION SHEET AND SITE PLAN
5

6 **CIVIL DRAWINGS**

7 C1.0 COVER SHEET
8 C1.1 DEMOLITION AND TESC PLAN
9 C1.2 PAVING AND UTILITY PLAN
10 C1.3 PAVING AND UTILITY NOTES AND DETAILS
11

12 **ARCHITECTURAL DRAWINGS**

13 A2.00 FLOOR PLAN
14

15 **STRUCTURAL DRAWING**

16 F1 FOUNDATION PLAN AND DETAILS
17

18 **ELECTRICAL DRAWINGS**

19 E0.01 ELECTRICAL LEGEND NOTES AND SPECIFICATIONS
20 E1.01 ELECTRICAL SITE PLAN
21 E2.01 1ST FLOOR PLAN AND ATTIC ELECTRICAL PLAN
22 E3.01 ELECTRICAL DETAILS
23 E4.01 ONE-LINE DIAGRAM AND PANEL SCHEDULE
24

25 **PORTABLE MANUFACTURER DRAWINGS** (FOR REFERENCE & COORDINATION)

26 A-1.0 FLOOR PLAN
27 A-2.0 EXTERIOR ELEVATIONS
28 A-3.0 INTERIOR ELEVATIONS
29 A-4.0 REFLECTED CEILING PLAN
30 E-1.0 ELECTRICAL PLAN
31 M-1.0 MECHANICAL PLAN
32 S-1.0 BUILDING SECTIONS
33 S-2.0 STRUCTURAL DETAILS
34

35 **WELCOME RAMP DRAWINGS** (FOR REFERENCE & COORDINATION)

36 R1 STANDARD PLANS / DETAILS / NOTES
37

37 **END OF SECTION**
38

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Stillwater Elementary School Portable.
- B. Owner's Name: Owner (Riverview School District).
- C. Architect's Name: Architect (Erickson McGovern Architects).
- D. The Work includes, but not limited to the following:
 - 1. Provide grading and portable classroom building pad and premanufactured ramp pad construction.
 - 2. Provide control points for portable classroom building to be placed and set by others.
 - 3. Provide electrical and storm utility services and final connections to the portable classroom building to be placed and set by others.
 - 4. Provide the electrical connection between the two portable halves
 - 4. Provide electrical work inside the portable classroom building as shown on the electrical drawings. (Fire Alarm, data, clock, intercom etc..)
 - 5. Provide final site concrete side walk improvements as shown.
 - 6. Provide site restoration at all areas disturbed by construction..
 - 7. Coordinate with authorities having jurisdiction on all approvals for occupancy.
- E. Special provisions.
 - 1. See Section 00 5200 - General Requirements & Conditions regarding prevailing wages.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Agreement between School District and Contractor (Small Works Contract)
- B. Section 00 5200 - General Requirements & Conditions

1.03 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Section 00 5000.

1.04 WORK BY OWNER

- A. The following furnishings will be provided by the Owner under a separate contract:
 - 1. Place and set portable classroom building, including foundation and skirting.
 - 2. Place and set premanufactured ramp.
 - 3. Provide carpet and rubber base.
- B. General Contractor shall schedule and provide ample time for installation for the above work to occur.

1.05 OWNER OCCUPANCY

- A. Owner (Riverview School District) intends to continue to occupy adjacent portions of the School site during the course of this project.
- B. Schedule the Work to accommodate Owner (Riverview School District) occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to area of work specifically identified on the drawings..
- B. Arrange use of site and premises to allow:
 - 1. Owner (Riverview School District) occupancy of the existing Clover Creek Elementary School.
 - 2. Work by Others.
 - 3. Work by Owner (Riverview School District).
 - 4. Use of site and premises by the public.

- 1 C. Provide access to and from site as required by law and by Owner (Riverview School District):
2 1. Emergency Building Exits During Construction: Keep all exits required by code open
3 during construction period; provide temporary exit signs if exit routes are temporarily
4 altered.
5 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

6 **1.07 COORDINATION OF WORK**

- 7 A. Contractor is required to coordinate all related requirements and work specified throughout the
8 Project Manual.
9 1. General: The work of this Contract includes coordination of the entire work of the project,
10 including preparation of general coordination drawings, diagrams and schedules, and
11 control of site utilization, from beginning of construction activity through project close-out
12 and warranty periods.
13 a. Sequences of demolition and construction have been established to ensure that
14 existing Elementary Schools remain operational for the Owner (Riverview School
15 District)'s use at times during the construction period as identified herein and on the
16 drawings.
17 2. The General Prime Contractor is responsible for coordinating and scheduling work of
18 subcontractors to expedite progress of the project. General Contractor assumes all
19 responsibility if his subcontractors do not perform. When emergencies occur or if the
20 District's operations are compromised due to incomplete or inaccurate work by
21 subcontractors, the General Contractor will take whatever measures are necessary to
22 correct problems at no expense to the Owner (Riverview School District) and before
23 leaving the site.
24 B. Coordinate operations with the construction schedule, Architect (Erickson McGovern
25 Architects), and Owner (Riverview School District)'s representative.
26 C. Unless otherwise indicated the Contractor's work and responsibilities also include, but are not
27 limited to the following:
28 1. Providing and paying for labor, materials, equipment, tools, machines, facilities and
29 services necessary for proper execution and completion of work.
30 2. Paying required taxes except as noted in the General and Special Conditions.
31 D. Securing and paying for, as necessary for proper execution and completion of work (as
32 applicable at time of receipt of Bid):
33 1. Fees.
34 2. Licenses.
35 3. Inspections, unless otherwise noted.
36 E. Giving required notices.
37 F. Enforcing strict discipline and good order among employees.
38 G. Using new materials, except as noted.
39 H. Maintaining required access to and egress from the site and other requirements in accordance
40 with governing codes, ordinances and Owner (Riverview School District)'s Policies throughout
41 the work. Coordinate and provide for school operation access.

42 **1.08 TIME OF COMPLETION**

- 43 A. Start Date: Upon the Owner's written notice to proceed, but no earlier than: **June 28, 2017**
44 B. Portable pad to be completed: **August 3, 2017**
45 C. Substantial Completion – Balance of work: **August 24, 2017**
46 D. Final Acceptance Date: Thirty calendar days from the date of Substantial Completion.

47 **1.09 LIQUIDATED DAMAGES**

- 48 A. For each calendar day after the date fixed for Substantial Completion, that the work remains
49 uncompleted the Contractor shall pay the Owner a sum of \$250.00 per day per site beyond

1 substantial completion date as fixed and agreed liquidated damages, but not as a penalty.
2 Should an extension of time be granted the Contactor, he shall indemnify and save harmless
3 the Owner for any loss to any other contractor caused by such extension of time. The
4 Contractor will not be due any additional compensation for this coordination.

- 5 B. For each calendar day after the date fixed for Final Acceptance, that the work remains
6 uncompleted the Contractor shall pay the Owner a sum of \$50.00 per day per site beyond the
7 contract Final Acceptance date as fixed and agreed liquidated damages, but not as a penalty.
8 Should an extension of time be granted the Contactor, he shall indemnify and save harmless
9 the Owner for any loss to any other contractor caused by such extension of time. The
10 Contractor will not be due any additional compensation for this coordination.

11 **1.10 PERMITS, FEES AND NOTICES**

- 12 A. Permits provided by Owner (Riverview School District):
13 1. King County Building plan review and permit.
14 2. King County Health Department - Health Department review and permit.
- 15 B. Other Permits:
16 1. The Contractor will be responsible for securing and paying all other permits and
17 governmental fees, licenses and inspections necessary for proper execution and
18 completion of the Work which are customarily secured after execution of the Contract and
19 which are legally required when bids are received or negotiations concluded. The Owner
20 (Riverview School District) will reimburse for these other permits and governmental fees,
21 licenses and inspections. Reimbursement will be for the cost of these other permits and
22 inspections, only, and shall not include any mark-up or other associated costs.
23 a. These include, but are not limited to:
24 1) Electrical - miscellaneous permits and fees.
25 2) Fire alarm review and approval/permits.
- 26 C. Business Licenses:
27 1. It is the General Contractor and (all lower tier) Sub-Contractors responsibility to secure
28 said license at no cost to the Owner (Riverview School District).

29 **1.11 STATUTES**

- 30 A. The General Prime Contractor and all subcontractors shall comply with the State of Washington
31 statutes as per reference in the General Conditions and the remainder of the Contract
32 Documents.
33 1. Includes all WAC's per reference.
34 2. Includes all RCW's per reference.

35 **1.12 WORK UNDER OTHER CONTRACTS**

- 36 A. Separate Contract: The Owner (Riverview School District), under separate contract, may elect
37 to remove and/or install new materials and equipment at the site. Those operations will be
38 conducted simultaneously with work under this Contract.
- 39 B. Cooperate fully with separate contractors so that work under those contracts may be carried out
40 smoothly, without interfering with or delaying work under this Contract.

41 **1.13 CONTRACTOR USE OF SITE AND PREMISES**

- 42 A. Construction Operations: During the construction period the Contractor shall have use of all
43 areas of the premises in which construction activities are indicated. Coordinate ingress and
44 egress to the site with the Owner (Riverview School District).
45 1. Cooperate fully with the Owner (Riverview School District) or their representative during
46 construction operations to minimize conflicts.
47 2. Smoking or open fires will not be permitted on the premises.
48 3. Contractor shall limit his use of the premises for work and for limited storage.
- 49 B. Emergency Building Exits During Construction: Keep all exits required by code open during
50 construction period.

- 1 C. Time Restrictions:
2 1. Limit conduct of work to requirements and standards of the State of Washington.
3 2. Limit conduct of exterior work to the hours of 7:00 AM and 7:00 PM unless approved by
4 Owner (Riverview School District).
5 3. Contractor to coordinate work inside the existing school building to after school hours or
6 on non-school day unless approved by the Owner (Riverview School District).
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8 **PART 2 PRODUCTS - NOT USED**

9 **PART 3 EXECUTION - NOT USED**

10 **END OF SECTION**

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SECTION 01 3000

ADMINISTRATIVE REQUIREMENTS

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project coordination.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Submittal procedures.
- G. General coordination.

1.02 RELATED REQUIREMENTS

- A. Section 00 5200 - Contract Forms.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

1.03 PROJECT COORDINATION

- A. Project Coordinator
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for emergency access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect (Erickson McGovern Architects) through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect (Erickson McGovern Architects) will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner (Riverview School District).
 - 2. Architect (Erickson McGovern Architects).

- 1 3. Contractor.
- 2 4. Civil, Mechanical, and Electrical Engineers.
- 3 C. Agenda:
- 4 1. Execution of Owner (Riverview School District)- Contractor Agreement.
- 5 2. Submission of executed bonds and insurance certificates.
- 6 3. Distribution of Contract Documents.
- 7 4. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress
- 8 Schedule.
- 9 5. Designation of personnel representing the parties to Contract, Owner (Sumner School
- 10 District) and Architect (Erickson McGovern Architects)
- 11 6. Procedures and processing of field decisions, submittals, substitutions, applications for
- 12 payments, proposal requests, Change Orders, and Contract closeout procedures.
- 13 7. Scheduling.
- 14 D. Items of significance that could affect progress including such topics as following:
- 15 1. Critical Work sequencing.
- 16 2. Designation of responsible personnel.
- 17 3. Submittal of Shop Drawings, Product Data and Samples.
- 18 4. Preparation of Record Documents.
- 19 5. Use of premises.
- 20 6. Office, work and storage areas.
- 21 7. Equipment deliveries and priorities.
- 22 8. Erosion control measures.
- 23 9. Safety procedures.
- 24 10. First aid.
- 25 11. Security.
- 26 12. Housekeeping.
- 27 13. Working hours.
- 28 14. Scheduled progress meetings.
- 29 E. Record minutes and distribute copies within 4 days after meeting, with 1 copy to Architect
- 30 (Erickson McGovern Architects), Owner (Riverview School District), participants, and those
- 31 affected by decisions made.

32 **3.02 PROGRESS MEETINGS**

- 33 A. Schedule and administer meetings throughout progress of the Work at maximum weekly
- 34 intervals.
- 35 B. Architect (Erickson McGovern Architects) will make arrangements for meetings, prepare
- 36 agenda with copies for participants, preside at meetings.
- 37 C. Attendance Required: Job superintendent, major subcontractors, Owner (Riverview School
- 38 District), Architect (Erickson McGovern Architects), as appropriate to agenda topics for each
- 39 meeting.
- 40 D. Agenda:
- 41 1. Review minutes of previous meetings.
- 42 2. Review of Work progress.
- 43 3. Field observations, problems, and decisions.
- 44 4. Identification of problems that impede, or will impede, planned progress.
- 45 5. Review of submittals, schedule, and status of submittals.
- 46 6. Maintenance of progress schedule.
- 47 7. Corrective measures to regain projected schedules.
- 48 8. Planned progress during succeeding work period.
- 49 9. Maintenance of quality and work standards.
- 50 10. Effect of proposed changes on progress schedule and coordination.
- 51 11. Other business relating to Work.

- 1 12. Other Topics: Review present and future needs of each entity present, including such
2 items as following:
3 a. Interface requirements.
4 b. Sequences.
5 c. Deliveries.
6 d. Off-site fabrication problems.
7 e. Access.
8 f. Site utilization.
9 g. Temporary facilities and services.
10 h. Hours of Work.
11 i. Hazards and risks. Housekeeping.
12 j. Quality and Work standards.
13 k. Change Orders.
14 l. Documentation of information for payment requests.
- 15 E. Erickson McGovern shall record minutes and distribute copies within two days after meeting to
16 participants, with two copies to Architect (Erickson McGovern Architects), Owner (Riverview
17 School District), participants, and those affected by decisions made.
- 18 1. Format: Record minutes of these meetings per following format:
19 a. Header:
20 1) Project Name, Date, and Time.
21 2) Attendees.
22 b. Main Headings.
23 c. Corrections (previous weeks meeting minutes).
24 d. Progress.
25 e. Technical Concerns:
26 1) Civil.
27 2) Mechanical.
28 3) Electrical.
29 4) Architectural.
30 f. Schedule.
31 g. Submittals.
32 h. Coordination and Changes (RFI's, COP's and CO's) (Pay Requests).
33 i. Old Business.
34 j. New Business.
35 k. Site Observations.
36 l. Other Items.
37 m. Distribution.
38 1) All attendees and others required (provide listing).
- 39 2. Next Meeting Time and Location: (Agenda for last meeting of month will include review of
40 monthly payment request).

41 **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- 42 A. Within 7 days after date of the Agreement, submit Preliminary Schedule.
43 B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
44 C. Within 14 days after review of preliminary schedule, submit draft of proposed complete
45 schedule for review.
46 1. Include written certification that major contractors have reviewed and accepted proposed
47 schedule.
48 D. Within 10 days after joint review, submit complete schedule.
49 E. Submit updated schedule with each Application for Payment.

1 **3.04 SUBMITTALS FOR REVIEW**

- 2 A. When the following are specified in individual sections, submit them for review:
- 3 1. Product data.
 - 4 2. Shop drawings.
 - 5 3. Samples for selection.
 - 6 4. Samples for verification.
- 7 B. Submit to Architect (Erickson McGovern Architects) for review for the limited purpose of
8 checking for conformance with information given and the design concept expressed in the
9 contract documents.
- 10 C. Samples will be reviewed only for aesthetic, color, or finish selection.
- 11 D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES
12 article below and for record documents purposes described in Section 01 7800 - CLOSEOUT
13 PROCEDURES.

14 **3.05 SUBMITTALS FOR INFORMATION**

- 15 A. When the following are specified in individual sections, submit them for information:
- 16 1. Design data.
 - 17 2. Certificates.
 - 18 3. Test reports.
 - 19 4. Inspection reports.
 - 20 5. Manufacturer's instructions.
 - 21 6. Manufacturer's field reports.
 - 22 7. Other types indicated.
- 23 B. Submit for Architect (Erickson McGovern Architects)'s knowledge as contract administrator or
24 for Owner (Riverview School District). No action will be taken.

25 **3.06 SUBMITTALS FOR PROJECT CLOSEOUT**

- 26 A. Submit Correction Punch List for Substantial Completion.
- 27 B. Submit Final Correction Punch List for Substantial Completion.
- 28 C. When the following are specified in individual sections, submit them at project closeout:
- 29 1. Project record documents.
 - 30 2. Operation and maintenance data.
 - 31 3. Warranties.
 - 32 4. Bonds.
 - 33 5. Other types as indicated.
- 34 D. Submit for Owner (Riverview School District)'s benefit during and after project completion.

35 **3.07 NUMBER OF COPIES OF SUBMITTALS**

- 36 A. Documents for Review:
- 37 1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches (215 x 280 mm): Submit the
38 number of copies which the Contractor requires, plus two copies which will be retained by
39 Architect (Erickson McGovern Architects).
 - 40 2. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit the number of
41 opaque reproductions that Contractor requires, plus two copies that will be retained by
42 Architect (Erickson McGovern Architects).
- 43 B. Documents for Information: Submit two copies.
- 44 C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed.
45 Submit one extra of submittals for information.
- 46 D. Samples: Submit the number specified in individual specification sections; all of which will be
47 retained by Architect (Erickson McGovern Architects).
- 48 1. Retained samples will not be returned to Contractor unless specifically so stated.

1 **3.08 SUBMITTAL PROCEDURES**

- 2 A. Shop Drawing Procedures:
- 3 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the
- 4 Contract Documents and coordinating related Work.
- 5 2. Generic, non-project specific information submitted as shop drawings do not meet the
- 6 requirements for shop drawings.
- 7 B. Transmit each submittal with a copy of approved submittal form.
- 8 C. Transmit each submittal with AIA Form G810 or similar transmittal form.
- 9 1. Items to be included:
- 10 a. Date
- 11 b. Project name and address.
- 12 c. "To" name and address.
- 13 d. "From" name and address.
- 14 e. Description of item being transmitted.
- 15 f. Action requested.
- 16 g. Number of copies being transmitted.
- 17 h. Format and description of transmitted item.
- 18 i. Remarks if any.
- 19 j. Who is making the submission - "name".
- 20 k. Persons or others that have been also transmitted copies - "CC".
- 21 D. Sequentially number the transmittal form. Revise submittals with original number and a
- 22 sequential alphabetic suffix.
- 23 E. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number,
- 24 and specification section number, as appropriate on each copy.
- 25 F. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of
- 26 Products required, field dimensions, adjacent construction Work, and coordination of
- 27 information is in accordance with the requirements of the Work and Contract Documents.
- 28 G. Deliver submittals to Architect (Erickson McGovern Architects) at business address.
- 29 H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- 30 I. For each submittal for review, allow 10 days excluding delivery time to and from the Contractor.
- 31 J. Identify variations from Contract Documents and Product or system limitations that may be
- 32 detrimental to successful performance of the completed Work.
- 33 K. Provide space for Contractor and Architect (Erickson McGovern Architects) review stamps.
- 34 L. When revised for resubmission, identify all changes made since previous submission.
- 35 M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to
- 36 comply with requirements.
- 37 N. Submittals not requested will not be recognized or processed.

38 **3.09 ARCHITECT'S ACTION**

- 39 A. Except for submittals for record, information or similar purposes, where action and return is
- 40 required or requested, the Architect will review each submittal, mark to indicate action taken,
- 41 and return promptly.
- 42 1. Compliance with specified characteristics is the Contractor's responsibility.
- 43 B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action
- 44 stamp. The stamp will be appropriately marked to indicate action taken.
- 45 1. Do not permit submittals marked "Revise as Noted and Resubmit" or "Rejected" to be
- 46 used at the Project site, or elsewhere where Work is in progress.

- 1 2. Other Action: Where a submittal is primarily for information or record purposes, special
2 processing or other activity, the submittal will be returned, marked "No Exceptions Noted"
3 or "Provide as Noted".

4 **3.10 COLOR SELECTIONS**

- 5 A. All samples required to be submitted for selection and verification will be approved as soon as
6 acceptable, however colors will be selected as a group according to the following groups:
7 1. Architectural interior finishes.
8 2. Architectural exterior finishes.
9 3. Electrical items and fixtures.
10 4. Mechanical items and fixtures.
- 11 B. It is vital that the contractor provide all items required in a group designation for a color
12 selection. Missing items will delay the selection process and all delays will be the responsibility
13 of the Contractor. No additional time or extensions will allowed due the delay of submitting
14 required submittals.
- 15 C. Allow 12 calendar days for selection of colors by the Owner and the Architect.

16 **3.11 GENERAL COORDINATION**

- 17 A. Administration:
18 1. Assign specific persons as project manager, superintendent, project engineer, and staff to
19 administer and supervise Work. Do not change assigned persons without permission of
20 Owner and Architect. Coordinate scheduling and timing of required administrative
21 procedures with other construction activities to avoid conflicts and ensure orderly progress
22 of Work.
- 23 B. Surveys And Records/Reports:
24 1. General: Working from lines and levels established by the property survey, establish and
25 maintain bench marks and other dependable markers. Establish bench marks and
26 markers to set lines and levels for work at each story of construction and elsewhere as
27 needed to properly locate each element of the project. Calculate and measure required
28 dimensions as shown within recognized tolerances. Drawings shall not be scaled to
29 determine dimensions. Advise entities performing work of marked lines and levels
30 provided for their use.
- 31 C. Limitations On Use Of The Site:
32 1. General: Limitations on site usage as well as specific requirements that impact site
33 utilization are indicated on the drawings and by other contract documents. In addition to
34 these limitations and requirements, administer allocation of available space equitably
35 among entities needing both access and space so as to produce the best overall
36 efficiency in performance of the total work of the project. Schedule deliveries so as to
37 minimize space and time requirements for storage of materials and equipment on site.
38 2. Access: Where availability of space is limited, coordinate installation of different
39 components to assure maximum accessibility for required maintenance, service and
40 repair.
- 41 D. Organization:
42 1. Coordinate construction activities to assure efficient and orderly installation of each part of
43 Work. Coordinate construction operations of Contractor, subcontractors of any tier, and
44 suppliers, that are dependent upon each other for proper installation, connection, and
45 performance.
- 46 E. Timing:
47 1. Where installation of part of Work is dependent on installation of other components,
48 schedule construction activities in sequence required to obtain best results. Make
49 adequate provisions to accommodate items scheduled for later installation.
- 50 F. Notification:

- 1 1. Where necessary, prepare transmittal for distribution to each party involved, outlining
2 special procedures required for coordination. Include such items as required notices,
3 reports, and attendance at meetings.
- 4 2. Other Work: Prepare similar memoranda for Owner, utility companies, and separate
5 Contractors where coordination of their Work is required.
- 6 G. Cleaning And Protection:
- 7 1. General: During handling and installation of work at the project site, clean and protect
8 work in progress and adjoining work on the basis of continuous maintenance. Apply
9 protective covering on installed work where it is required to ensure freedom from damage
10 or deterioration at time of Substantial Completion.
- 11 a. Clean and maintain as frequently as necessary through remainder of construction
12 period. Adjust and lubricate operable components to ensure operability without
13 damaging effects.
- 14 2. Limiting Exposures of Work: To the extent possible through reasonable control and
15 protection methods, supervise performance of the work in such a manner and by such
16 means which will ensure that none of the work, whether completed or in progress, will be
17 subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the
18 construction period.
- 19 a. Where applicable, such exposures include, but are not limited to, the following:
20 1) Excessive static or dynamic loading.
21 2) Excessive internal or external pressures.
22 3) Excessively high or low temperatures.
23 4) Thermal shock.
24 5) Excessively high or low humidity.
25 6) Air contamination or pollution.
26 7) Water or ice.
27 8) Solvents.
28 9) Chemicals.
29 10) Light.
30 11) Radiation.
31 12) Puncture.
32 13) Abrasion.
33 14) Heavy traffic.
34 15) Soiling, staining and corrosion.
35 16) Bacteria.
36 17) Rodent and insect infestation.
37 18) Combustion.
38 19) Electrical current.
39 20) High speed operation.
40 21) Improper lubrication.
41 22) Unusual wear or other misuse.
42 23) Contact between incompatible materials.
43 24) Destructive testing.
44 25) Misalignment.
45 26) Excessive weathering.
46 27) Unprotected storage.
47 28) Improper shipping or handling.
48 29) Theft.
49 30) Vandalism.
- 50 H. Existing Utilities:
- 51 1. Contact Utilities Underground Location Center at 1-800-424-5555 at least four (4) days
52 before starting excavation work. Utility representatives will come out to mark underground
53 lines. Yellow indicates gas or oil, red is electric, orange is telephone and cable TV, blue is

1 water, green is sewer, pink is for temporary survey markings, and white is for proposed
2 excavation.

3 I. Conservation and Salvage:

4 1. General: It is a requirement for supervision and administration of the work that
5 construction operations be carried out with the maximum possible consideration given to
6 conservation of energy, water and materials.

7 **END OF SECTION**

8

SECTION 01 7000

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Safety procedures.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner (Riverview School District) personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - SUMMARY: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 7800 - CLOSEOUT PROCEDURES: Project record documents, operation and maintenance data, warranties and bonds.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner (Sumner School District) or separate Contractor.

1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of 2 years of documented experience.

1.05 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- D. Cover all ductwork intake and exhaust diffusers during all demolition and/or construction. Remove upon completion of construction and system start-up.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

- 1 F. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil,
2 water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced
3 by construction operations. Comply with federal, state, and local regulations.

4 **1.06 COORDINATION**

- 5 A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to
6 ensure efficient and orderly sequence of installation of interdependent construction elements,
7 with provisions for accommodating items installed later.
- 8 B. Notify affected utility companies and comply with their requirements.
- 9 C. Verify that utility requirements and characteristics of new operating equipment are compatible
10 with building utilities. Coordinate work of various sections having interdependent responsibilities
11 for installing, connecting to, and placing in service, such equipment.
- 12 D. Coordinate space requirements, supports, and installation of mechanical and electrical work
13 that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and
14 conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces
15 efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 16 E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the
17 construction. Coordinate locations of fixtures and outlets with finish elements.
- 18 F. Coordinate completion and clean-up of work of separate sections.
- 19 G. After Owner (Riverview School District)'s occupancy of premises, coordinate access to site for
20 correction of defective work and work not in accordance with Contract Documents, to minimize
21 disruption of Owner (Riverview School District)'s activities.

22 **PART 2 PRODUCTS**

23 **2.01 PATCHING MATERIALS**

- 24 A. New Materials: As specified in product sections; match existing products and work for patching
25 and extending work.
- 26 B. Type and Quality of Existing Products: Determine by inspecting and testing products where
27 necessary, referring to existing work as a standard.
- 28 C. Product Substitution: For any proposed change in materials, submit request for substitution
29 described in Section 01 6000 - Product Requirements.

30 **PART 3 EXECUTION**

31 **3.01 EXAMINATION**

- 32 A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work.
33 Start of work means acceptance of existing conditions.
- 34 B. Verify that existing substrate is capable of structural support or attachment of new work being
35 applied or attached.
- 36 C. Examine and verify specific conditions described in individual specification sections.
- 37 D. Take field measurements before confirming product orders or beginning fabrication, to minimize
38 waste due to over-ordering or mis-fabrication.
- 39 E. Prior to Cutting: Examine existing conditions prior to commencing work, including elements
40 subject to damage or movement during cutting and patching. After uncovering existing work,
41 assess conditions affecting performance of work. Beginning of cutting or patching means
42 acceptance of existing conditions.

43 **3.02 PREPARATION**

- 44 A. Clean substrate surfaces prior to applying next material or substance.
- 45 B. Seal cracks or openings of substrate prior to applying next material or substance.
- 46 C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to
47 applying any new material or substance in contact or bond.

1 **3.03 GENERAL INSTALLATION REQUIREMENTS**

- 2 A. Inspection of Conditions:
- 3 1. Require installer of each Work component to inspect both substrate and conditions under
- 4 which Work is to be performed. Do not proceed until unsatisfactory conditions have been
- 5 corrected in acceptable manner. Initiation of installation will confirm installer's acceptance
- 6 of work place for Work to proceed.
- 7 B. Install products as specified in individual sections, in accordance with manufacturer's
- 8 instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- 9 C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- 10 D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and
- 11 horizontal lines, unless otherwise indicated.
- 12 E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- 13 F. Make neat transitions between different surfaces, maintaining texture and appearance.
- 14 G. When existing finished surfaces are cut so that a smooth transition with new work is not
- 15 possible, terminate existing surface along a straight line at a natural line of division and make
- 16 recommendation to Architect (Erickson McGovern Architects).
- 17 H. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors,
- 18 walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- 19 I. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation
- 20 for providing a smooth transition for Architect (Erickson McGovern Architects) review and
- 21 request instructions.
- 22 J. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- 23 K. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified
- 24 condition for each material, with a neat transition to adjacent finishes.
- 25 L. Re-cover and refinish work that exposes mechanical and electrical work exposed accidentally
- 26 during the work.

27 **3.04 ALTERATIONS**

- 28 A. Drawings showing existing construction and utilities are based on casual field observation and
- 29 existing record documents only.
- 30 1. Verify that construction and utility arrangements are as shown.
- 31 2. Report discrepancies to Architect (Erickson McGovern Architects) before disturbing
- 32 existing installation.
- 33 3. Beginning of alterations work constitutes acceptance of existing conditions.
- 34 B. Remove existing work as indicated and as required to accomplish new work.
- 35 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace
- 36 with new construction specified.
- 37 2. Remove items indicated on drawings.
- 38 3. Relocate items indicated on drawings.
- 39 4. Where new surface finishes are to be applied to existing work, perform removals, patch,
- 40 and prepare existing surfaces as required to receive new finish; remove existing finish if
- 41 necessary for successful application of new finish.
- 42 5. Where new surface finishes are not specified or indicated, patch holes and damaged
- 43 surfaces to match adjacent finished surfaces as closely as possible.
- 44 C. Services (including, but not limited to, HVAC, Plumbing, Fire Protection, and Electrical):
- 45 Remove, relocate, and extend existing systems to accommodate new construction.
- 46 1. Maintain existing active systems that are to remain in operation; maintain access to
- 47 equipment and operational components; if necessary, modify installation to allow access
- 48 or provide access panel.

- 1 2. Where existing systems or equipment are not active and Contract Documents require
2 reactivation, put back into operational condition; repair supply, distribution, and equipment
3 as required.
- 4 3. Where existing active systems serve occupied facilities but are to be replaced with new
5 services, maintain existing systems in service until new systems are complete and ready
6 for service.
 - 7 a. Disable existing systems only to make switchovers and connections; minimize
8 duration of outages.
 - 9 b. Provide temporary connections as required to maintain existing systems in service.
- 10 D. Protect existing work to remain.
 - 11 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 12 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 13 3. Repair adjacent construction and finishes damaged during removal work.
 - 14 4. Patch as specified for patching new work.
- 15 E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 16 1. When existing finished surfaces are cut so that a smooth transition with new work is not
17 possible, terminate existing surface along a straight line at a natural line of division and
18 make recommendation to Architect (Erickson McGovern Architects).
 - 19 2. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- 20 F. Patching: Where the existing surface is not indicated to be refinished, patch to match the
21 surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch
22 so that the substrate is ready for the new finish.
- 23 G. Refinish existing surfaces as indicated:
 - 24 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces
25 to remain to the specified condition for each material, with a neat transition to adjacent
26 finishes.
 - 27 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and
28 refinish to match.
 - 29 3. Patch as specified for patching new work.
- 30 H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site;
31 do not burn or bury.
- 32 I. Do not begin new construction in alterations areas before demolition is complete.
- 33 J. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- 35 A. Whenever possible, execute the work by methods that avoid cutting or patching.
- 36 B. See Alterations article above for additional requirements.
- 37 C. Perform whatever cutting and patching is necessary to:
 - 38 1. Complete the work.
 - 39 2. Fit products together to integrate with other work.
 - 40 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 41 4. Match work that has been cut to adjacent work.
 - 42 5. Repair areas adjacent to cuts to required condition.
 - 43 6. Repair new work damaged by subsequent work.
 - 44 7. Remove samples of installed work for testing when requested.
 - 45 8. Remove and replace defective and non-conforming work.
- 46 D. Execute cutting and patching including excavation and fill to complete the work, to uncover
47 work in order to install improperly sequenced work, to remove and replace defective or
48 non-conforming work, to remove samples of installed work for testing when requested, to
49 provide openings in the work for penetration of mechanical and electrical work, to execute
50 patching to complement adjacent work, and to fit products together to integrate with other work.

- 1 1. Requirements of this Section apply to mechanical and electrical installations. Refer to
2 Contract Documents for other requirements and limitations applicable to cutting and
3 patching mechanical and electrical installations.
4 2. Requirements for Structural Work: Do not cut and patch structural elements in a manner
5 that would reduce their load-carrying capacity or load-deflection ratio.
6 3. Operational and Safety Limitations: Do not cut and patch operating elements or safety
7 related components in a manner that would result in reducing their capacity to perform as
8 intended, or result in increased maintenance, or decreased operational life or safety.
9 4. Visual Requirements: Do not cut and patch construction exposed to the exterior or in
10 occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's
11 aesthetic qualities, or result in visual evidence of cutting and patching. Remove and
12 replace Work cut and patched in a visually unsatisfactory manner.
- 13 E. Execute work by methods that avoid damage to other work and that will provide appropriate
14 surfaces to receive patching and finishing.
- 15 1. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions
16 under which cutting and patching is to be performed. Take corrective action before
17 proceeding, if unsafe or unsatisfactory conditions are encountered.
- 18 a. Before proceeding, meet at the site with parties involved in cutting and patching,
19 including mechanical and electrical trades. Review areas of potential interference and
20 conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- 21 2. Temporary Support: Provide temporary support of Work to be cut.
- 22 3. Protection: Protect existing construction during cutting and patching to prevent damage.
23 Provide protection from adverse weather conditions for portions of the Project that might
24 be exposed during cutting and patching operations.
- 25 a. Avoid interference with use of adjoining areas or interruption of free passage to
26 adjoining areas.
- 27 b. Take all precautions necessary to avoid cutting existing pipe, conduit or duct work
28 serving the building, but scheduled to be removed or relocated until provisions have
29 been made to bypass them.
- 30 c. Where possible review proposed procedures with the original installer; comply with
31 the original installer's recommendations.
- 32 1) In general, where cutting is required use hand or small power tools designed for
33 sawing or grinding, not hammering and chopping. Cut holes and slots neatly to
34 size required with minimum disturbance of adjacent surfaces. Temporarily cover
35 openings when not in use.
- 36 2) To avoid marring existing finished surfaces, cut or drill from the exposed or
37 finished side into concealed surfaces.
- 38 3) Cut through concrete and masonry using a cutting machine such as a
39 carborundum saw or diamond core drill.
- 40 4) By-pass utility services such as pipe or conduit, before cutting, where services
41 are shown or required to be removed, relocated or abandoned. Cut-off pipe or
42 conduit in walls or partitions to be removed. Cap, valve or plug and seal the
43 remaining portion of pipe or conduit to prevent entrance of moisture or other
44 foreign matter after by-passing and cutting.
- 45 F. Employ original installer to perform cutting for weather exposed and moisture resistant
46 elements, and sight exposed surfaces.
- 47 1. Employ skilled and experienced installer to perform cutting for weather exposed and
48 moisture resistant elements, and sight exposed surfaces.
- 49 2. Cut existing construction to provide for installation of other components or performance of
50 other construction activities and the subsequent fitting and patching required to restore
51 surfaces to their original condition.
- 52 G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior
53 approval.

- 1 H. Restore work with new products in accordance with requirements of Contract Documents.
- 2 I. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- 3 J. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids
4 with fire rated material in accordance with manufacturer's recommendations, to full thickness of
5 the penetrated element.
- 6 K. Patching:
 - 7 1. Finish patched surfaces to match finish that existed prior to patching. On continuous
8 surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire
9 unit.
 - 10 2. Match color, texture, and appearance.
 - 11 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other
12 imperfections due to patching work. If defects are due to condition of substrate, repair
13 substrate prior to repairing finish.
- 14 L. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest
15 intersection or natural break. For an assembly, refinish entire unit.
 - 16 1. If identical materials are not available or cannot be used where exposed surfaces are
17 involved, use materials that match existing adjacent surfaces to the fullest extent possible
18 with regard to visual effect. Use materials whose installed performance will equal or
19 surpass that of existing materials.
- 20 M. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing
21 other imperfections. Repair substrate prior to patching finish. Finish patches to produce uniform
22 finish and texture over entire area. When finish cannot be matched, refinish entire surface to
23 nearest intersections.
 - 24 1. Patch with durable seams that are as invisible as possible. Comply with specified
25 tolerances.
 - 26 a. Where feasible, inspect and test patched areas to demonstrate integrity of the
27 installation.
 - 28 b. Restore exposed finishes of patched areas and extend finish restoration into retained
29 adjoining construction in a manner that will eliminate evidence of patching and
30 refinishing.
- 31 N. Thoroughly clean areas and spaces where cutting and patching is performed or used as
32 access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly
33 clean piping, conduit and similar features before painting or other finishing is applied. Restore
34 damaged pipe covering to its original condition.
- 35 O. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where
36 new work abuts or aligns with existing, perform a smooth and even transition.

37 **3.06 PROGRESS CLEANING**

- 38 A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly
39 condition.
- 40 B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed
41 or remote spaces, prior to enclosing the space.
- 42 C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning
43 to eliminate dust.
- 44 D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and
45 dispose off-site; do not burn or bury.

46 **3.07 SAFETY PROCEDURES**

- 47 A. Preliminary Work:
 - 48 1. Prior to the start of and during the course of the Work (above and below ground), the
49 Contractor shall make a thorough survey of the entire worksite to determine all potential
50 hazards. Workmen shall be made aware of those hazards and shall be instructed in

1 procedures and the use of equipment for their protection. The Contractor shall verify the
2 location and condition ("live" or "dead") of all utilities on and near the worksite and take
3 precautions to protect his employees, the general public, and the property.

4 B. Imminent Danger:

- 5 1. The Contractor shall be wholly responsible for any accidents (including death) occurring at
6 any time during the progress of the work and until the final acceptance of the work by the
7 Owner which may happen to any of his workmen or those of any Subcontractor employed
8 on the building, or for any damage or injuries (including death) which his work and
9 operations may cause to the work being constructed, or to existing buildings, or to any
10 tenants and occupants of the property, or of the adjoining properties, or to the public or
11 private property.

12 C. Safety:

- 13 1. The Contractor shall ensure that all employees, visitors, subcontractors' employees, and
14 suppliers' employees, while on the work site, comply with the requirements of WISHA,
15 these requirements and the safety precautions contained in the several Specifications
16 Sections. The Contractor shall promptly and fully comply with, execute and, without
17 separate charge thereof to the Owner, shall enforce compliance with the provisions of the
18 Washington Industrial Safety and Health Act of 1973, with particular attention paid but not
19 limited to Chapter 296-155, WAC Safety Standards for Construction Work; with particular
20 attention paid but not limited to Chapter 296-24 WAC General Safety and Health
21 Standards; with particular attention paid but not limited to Chapters 296-27, 196-350 and
22 296-360 WAC regarding Administrative Safety and Health Act Chapter 49-17 RCW, and
23 any addenda thereto.
24 2. The Contractor shall immediately advise the Owner of inspections conducted by WISHA at
25 the work site, and shall transmit copies of citations and violations to the Architect
26 (Erickson McGovern Architects).

27 D. Safety Responsibilities:

- 28 1. Contractor shall be responsible to:
29 a. Ensure compliance with these requirements, WISHA requirements, and other safety
30 requirements.
31 b. Authorize immediate action to correct substandard safety conditions.
32 c. Review and act to ensure compliance with safety procedures with his supervisors,
33 subcontractors, and suppliers.
34 d. Make thorough daily safety inspections of the work site and immediately act to
35 eliminate unsafe acts and unsafe conditions.
36 e. Investigate worksite accidents and recommend immediate corrective action.
37 f. Assist in the preparation of accident investigation and reporting procedures.
38 g. Be responsible for the control, availability, and use of safety equipment, including
39 employee personal protective equipment.

40 E. Request For Variances:

- 41 1. Requests for variances to deviate from WISHA requirements must follow the current
42 established procedures by the Agency.

43 F. Failure To Comply:

- 44 1. If the project is shut down due to The Contractor's failure to comply with the requirements
45 of WISHA or other applicable safety requirements, no part of the time loss due to any such
46 suspension of operations or stop orders shall be made the subject of a claim for extension
47 of time or for increased cost or damage by the Contractor.

48 **3.08 PROTECTION OF INSTALLED WORK**

49 A. Protect installed work from damage by construction operations.

50 B. Provide special protection where specified in individual specification sections.

- 1 C. Provide temporary and removable protection for installed products. Control activity in immediate
2 work area to prevent damage.
- 3 D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- 4 E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement
5 of heavy objects, by protecting with durable sheet materials.
- 6 F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary,
7 obtain recommendations for protection from waterproofing or roofing material manufacturer.
- 8 G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if
9 possible.

10 **3.09 ADJUSTING**

- 11 A. Adjust operating products and equipment to ensure smooth and unhindered operation.

12 **3.10 FINAL CLEANING**

- 13 A. Use cleaning materials that are nonhazardous.
- 14 B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains
15 and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft
16 surfaces.
- 17 C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or
18 nameplates on mechanical and electrical equipment.
- 19 D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the
20 surface and material being cleaned.
- 21 E. Replace filters of operating equipment.
- 22 F. Clean debris from area drains and drainage systems.
- 23 G. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site;
24 dispose of in legal manner; do not burn or bury.
- 25 H. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for
26 cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's
27 property. Do not discharge volatile, harmful or dangerous materials into drainage systems.
28 Remove waste materials from the site and dispose of in a lawful manner
29 1. Where extra materials of value remaining after completion of associated Work have
30 become the Owner's property, arrange for disposition of these materials as directed.

31 **3.11 CLOSEOUT PROCEDURES**

- 32 A. See Section 01 7800 - Closeout Submittals and Procedures for additional requirements.
- 33 B. Make submittals that are required by governing or other authorities.
- 34 C. Accompany Project Coordinator on preliminary inspection to determine items to be listed for
35 completion or correction in the Contractor's Correction Punch List for Contractor's Notice of
36 Substantial Completion.
- 37 D. Notify Architect (Erickson McGovern Architects) when work is considered ready for Substantial
38 Completion.
- 39 E. Submit written certification containing Contractor's Correction Punch List, that Contract
40 Documents have been reviewed, work has been inspected, and that work is complete in
41 accordance with Contract Documents and ready for Architect (Erickson McGovern Architects)'s
42 Substantial Completion inspection.
- 43 F. Conduct Substantial Completion inspection and create Final Correction Punch List containing
44 Architect (Erickson McGovern Architects)'s and Contractor's comprehensive list of items
45 identified to be completed or corrected and submit to Architect (Erickson McGovern Architects).
- 46 G. Correct items of work listed in Final Correction Punch List and comply with requirements for
47 access to Owner (Riverview School District)-occupied areas.

- 1 H. Notify Architect (Erickson McGovern Architects) when work is considered finally complete and
- 2 ready for Architect (Erickson McGovern Architects)'s Substantial Completion final inspection.
- 3 I. Complete items of work determined by Architect (Erickson McGovern Architects) listed in
- 4 executed Certificate of Substantial Completion.

END OF SECTION

6

SECTION 01 7800
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inspection Procedures.
- B. Project Record Documents.
- C. Operation and Maintenance Data and Manuals.
- D. Warranty Data and Manuals.
- E. One Year Correction Period.
- F. Warranties and Bonds.

1.02 DESCRIPTION

- A. Closeout is hereby defined to include general requirements near end of Contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Time of closeout is directly related to "Substantial Completion."

1.03 RELATED REQUIREMENTS

- A. Section 00 5000 - Agreement
- B. Section 00 5200 - General Requirements and Conditions.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.04 SUBMITTALS

- A. Evidence of Compliance with Requirements of Governing Authorities.
 - 1. Certificate of Temporary Occupancy or Certificate of Occupancy.
 - a. For final acceptance provide a copy of the Certificate of Occupancy, if not submitted at time of Substantial Completion.
- B. Final Adjustments to Accounts.
 - 1. The original Contract sum.
 - 2. Reflect all adjustments to Contract Sum for review, and revision if necessary, by Architect and Owner Indicate the following:
 - a. Previous Change Orders.
 - b. Alternatives.
 - c. Deductions for reinspection costs.
 - 3. Architect will prepare final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Orders.
 - a. Contractor will issue final Certificate for Payment.
 - 4. Final payment cannot be released until after forty-five (45) days have elapsed following the completion of the Contract and final acceptance of the Work by resolution of the School District's Board of Directors.
 - a. Refer to Agreement between Owner and Contractor and the General Conditions for additional requirements.
- C. Project Record Documents: Submit documents to Architect (Erickson McGovern) a minimum of 30 calendar days prior to Application for Final Payment.
- D. Operation and Maintenance Data:
 - 1. Submit one copy of preliminary draft or proposed formats and outlines of contents before start of Work. Architect (Erickson McGovern) will review draft and return one copy with comments.

2. For equipment, or component parts of equipment put into service during construction and operated by Owner (Sumner School District), submit completed documents within ten days after acceptance.
 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect (Erickson McGovern) comments. Revise content of all document sets as required prior to final submission.
 4. Submit:
 - a. 1 set of preliminary documents within ten days after substantial inspection and receiving punch list.
 - 1) For review by Architect (Erickson McGovern), engineers and consultants, and Owner (Sumner School District).
 - b. 1 set of revised final documents in final form within ten days after final inspection.
 - 1) For review by Architect (Erickson McGovern), engineers and consultants, and Owner (Sumner School District).
 - c. 1 set of revised final documents in final form and CD disk with all documents in PDF format within ten days prior to final Application for Payment.
 - 1) For Owner (Sumner School District)'s records.
 5. Submit 1 set of revised final documents in final form within ten days after final inspection.
- E. Warranties and Bonds:
1. For equipment or component parts of equipment put into service during construction with Owner (Sumner School District)'s permission, submit documents within 10 days after acceptance.
 2. Make other submittals within 10 days after Date of Final Completion, prior to final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Date of Final Completion, submit within 10 days after acceptance, listing the date of final acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 INSPECTION PROCEDURES

- A. Substantial Completion:
1. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - a. Submit a written notice that the Work, or designated portions thereof, is substantially complete.
 - 1) Submit Certificate of Occupancy.
 - 2) Submit Asbestos Free Certification.
 - (a) The Contractor shall certify that all new materials and products for this Contract are free of asbestos. Each supplier and sub-contractor shall warrant to the Contractor that materials and products provided by them as part of the work are free of asbestos. If specified materials or products are known to contain asbestos, the Architect shall be informed, and appropriate action shall be taken to provide asbestos free materials or products. Where any doubt exists, it shall be the responsibility of the supplier or sub-contractor providing the materials and products to verify test results showing that materials and products are free of asbestos.
 - (b) Submit notarized statement on Contractor's letterhead addressed to the Owner certifying that "to the best of our knowledge" all materials and products provided for this Contract are free of asbestos. Asbestos free certification required prior to Substantial Completion and occupancy of the facilities.

- 1 b. In the Application for Payment that coincides with, or first follows, the date Substantial
2 Completion is claimed, show 100 percent completion for the portion of the Work
3 claimed as substantially complete. Include supporting documentation for completion
4 as indicated in these Contract Documents and a statement showing an accounting of
5 changes to the Contract Sum.
6 1) If 100 percent completion cannot be shown, include a list of incomplete items,
7 the value of incomplete construction, an reasons the Work is not complete
8 c. Advise Owner of pending insurance change-over requirements.
9 d. Submit specific warranties, workmanship bonds, maintenance agreements, final
10 certifications and similar documents.
11 e. Obtain and submit releases enabling the Owner unrestricted use of the Work and
12 access to services and utilities; include occupancy permits, operating certificates and
13 similar releases. Furnish to the Architect for transmittal to the Owner a Certificate of
14 Occupancy, issued by duly authorized officials, stating that the work complies with
15 provisions of the applicable building codes. Contractor to contact and coordinate all
16 necessary City, County, or State officials required to review the work for the
17 Certification of Occupancy.
18 f. Complete final clean up requirements, and otherwise repair and restore marred finish
19 work.
20 g. Deliver tools, spare parts, extra stocks of materials, and similar physical items to
21 Owner.
22 h. Make final changeover of locks and transmit keys to Owner, and advise Owner's
23 personnel of changeover in security provisions.
24 i. Complete start-up testing of systems, and schedule instruction of Owner's
25 operating/maintenance personnel. Discontinue (or change over) and remove from
26 project site temporary facilities and services, along with construction tools and
27 facilities, mock-ups, and similar elements.
28 2. Inspection Procedures: On receipt of a request for inspection, the Architect will either
29 proceed with inspection or advise the Contractor of unfilled requirements. The Architect
30 will prepare the Certificate of Substantial Completion on AIA Form G704 following
31 inspection, or advise the Contractor of construction that must be completed or corrected
32 before the certificate will be issued.
33 a. Should Architect determine that the Work is not substantially complete:
34 1) Architect will promptly notify the Contractor in writing, giving the reasons
35 therefore.
36 2) Contractor shall remedy the deficiencies in the Work, and send a second written
37 notice of substantial completion to Architect.
38 b. The Architect will repeat inspection when requested and assured that the Work has
39 been substantially completed.
40 1) Re-inspection Fees: Should the Architect or design consultant be required to
41 make more than two substantial inspections due to Contractor's failure to correct
42 specified deficiencies, the Contractor shall bear all costs (including
43 compensation for the design consultant's additional services) made necessary
44 thereby. The Contractor will be required to submit a signed agreement to pay
45 such costs as per the agreement contained here.
46 c. Results of the completed inspection will form the basis of requirements for final
47 acceptance.
48 B. Final Acceptance:
49 1. Preliminary Procedures: Before requesting final inspection for certification of final
50 acceptance and final payment, complete the following. List exceptions in the request.
51 a. Submit the final payment request with releases and supporting documentation not
52 previously submitted and accepted. Include certificates of insurance for products and
53 completed operations where required.

- 1) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner of property might in any way be responsible, have been paid or otherwise satisfied. (Use AIA Document G706).
 - (a) An affidavit from each subcontractor on AIA Form G706.
 - (b) If any liens are filed and cause the Owner to employ the services of any attorneys, the cost of the services will be deducted from the retainage.
 - (c) State Department of Labor and Industries Affidavit of Wages Paid (State Form 9843).
- 2) Return all copies of the drawings and specifications in accordance with the General Conditions.
- b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
- c. Final payment of funds reserved for Project closeout and punch list or other withheld funds and release of retainage will not be granted until all punch list items are complete. Each punch list item, when completed by the Contractor, must be initialed by the project superintendent prior to resubmission to the Architect.
- d. Submit consent of surety to final payment.
- e. Warranties: As required by appropriate technical sections.
- 2. Inspection Procedures: On receipt of a request for final inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements.
 - a. Should Architect determine that the Work is not complete:
 - 1) Architect will promptly notify the Contractor in writing, giving the reasons therefore.
 - 2) Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to Architect.
 - b. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
 - 1) Re-inspection Fees: Should the Architect or design consultant be required to make more than two final inspections due to Contractor's failure to correct specified deficiencies, the Contractor shall bear all costs (including compensation for the design consultant's additional services) made necessary thereby. The Contractor will be required to submit a signed agreement to pay such costs as per the agreement contained here.
 - c. Results of the completed inspection will form the basis of requirements for final acceptance.

3.02 PROJECT RECORD DOCUMENTS

- A. General:
 - 1. Project Record Documents shall be kept current and changes recorded concurrently as they are constructed. Do not conceal any work until required information is recorded.
 - 2. Record Documents will be reviewed at weekly project meetings. Failure to keep Record Documents current will result in returning to Contractor any Application for Payment until such time that recording of revisions being current is demonstrated to Architect.
- B. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - a. As-Built Drawings: During the Construction Phase, maintain clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawing. Mark sets to show actual installation where installation varies substantially from Work as originally indicated. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record cross-reference at corresponding location on Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at later date.

- 1 b. As-Built drawings shall comprise Architectural, Structural, Civil, Plumbing, Mechanical
2 and Electrical drawings, plus all special equipment, all of which form a part of the
3 Contract Documents.
- 4 c. As-Built drawings shall comprise of all drawings provided, which form a part of the
5 contract documents.
- 6 d. As-built drawings shall be shall be continuously updated by the following method:
7 1) Electronically update contract drawings by way of PDF (Adobe Acrobat Pro).
8 Contractor shall acquire, manage and facilitate system use as part of base bid.
9 (a) Information: Mark information that is of value to Owner, but that was not
10 indicated on Contract Drawings or Shop Drawings. Such information would
11 be pertaining to equipment data for this specific Project (as when several
12 items are listed) which is helpful to the repair. Maintenance and operation
13 shall also be clearly noted.
- 14 (b) Record Changes: Note the following related items: Addenda, with
15 "ADD-(No.)". Note related accepted and unaccepted Alternates, with
16 "ALT-(No.)". Note related Modifications; with "RFI-(No.)", ASI-(No.),
17 CCD-(No.), and PR-(No.)".
18 (1) Items added by Addendum.
19 (2) Accepted Alternate Bid items.
20 (3) Modifications made by: RFI-(No.), ASI-(No.), CCD-(No.), and
21 PR-(No.).
22 (4) Form: Organize record document sheets into manageable sets, bind
23 with cover sheets, and print suitable titles, dates and other
24 identification on cover of each set.
25 (5) Updates: Keep current during entire course of Work and available on
26 request for examination by Architect and, when necessary, to establish
27 clearances for other parts of Work. Failure to do so to Architect's
28 satisfaction is grounds for withholding progress payment and final
29 payment.
30 (6) Submittal: Submit as-built drawings with record drawings. As-built
31 drawings will be returned to Contractor after Architect's review and
32 acceptance of record drawings.
- 33 e. Concealed Work: Make it possible, using these drawings, to correctly and easily
34 locate, identify and establish orientations, sizes, routings, directions and other
35 features of work which will be concealed underground and/or in finished building.
- 36 f. Underground: Establish locations of underground work by dimensions to column lines
37 or walls, locating turns, etc., and by properly referenced centerline or invert elevations
38 and rates of fall.
- 39 g. Concealed in Building: Provide sufficient information so work can be located with
40 reasonable accuracy and ease. In some cases, this may be by dimensions. In others,
41 it may be sufficient to illustrate work on drawings in relation to spaces in building near
42 which it was actually installed. Review options with Architect and proceed as directed.
- 43 h. General: Following requirements apply to record drawings.
44 1) Quality: Do drawings carefully and neatly by competent draftsman and in form
45 approved by Architect.
46 2) Additional Drawings: Provide as necessary for clarification.
47 3) Identity: Stamp each sheet "RECORD DRAWINGS" and date same.
48 4) Submittal: Submit record drawings, one (1) set of black lines.
49 5) Measured horizontal and vertical locations of underground utilities and
50 appurtenances, referenced to permanent surface improvements.
51 6) Field changes of dimension and detail.
52 7) Details not on original Contract drawings.
53 8) Record Drawings should include a survey of all storm and sewer pipe inverts,
54 manhole, catch basin and area drain rims, location of water features - valves

- 1 and fire hydrants, and any site features which moved or changed during
2 construction.
- 3 i.. Upon completion of the Work, the Contractor shall provide the final revised contract
4 drawings in the follow formats:
5 1) One full size set of drawings.
6 2) One disc with PDF's of updated drawings. PDF drawings shall have titles
7 coinciding with actual drawing sheet numbers and titles.
- 8 2. Specifications.
- 9 a. Record Manual: Maintain one complete copy of Project Manual, expanded to include
10 Addenda, and Modifications issued in printed form during construction. Mark these
11 documents to show substantial variations in actual Work performed in comparison
12 with text of manual. Give particular attention to substitutions, selection of options and
13 similar information on elements that are concealed or cannot otherwise be readily
14 discerned later by direct observation. Note related record drawing information and
15 Product Data.
- 16 b. Record Product Data: Maintain one copy of each Project Data submittal. Mark these
17 documents to show significant variations in actual work performed in comparison with
18 information submitted. Include variations in products delivered to site, and from
19 manufacturer's installation instructions and recommendations. Give particular
20 attention to concealed products and portions of Work, which cannot otherwise be
21 readily discerned later by direct observation. Note related Change Orders and
22 mark-up of record drawings and manual on Product Data.
- 23 c. Record Samples: Immediately prior to date or dates of Substantial Completion, meet
24 at site with Architect and Owner's personnel to determine which of submitted samples
25 that have been maintained during progress of Work are to be transmitted to Owner
26 for record purposes. Comply with delivery to Owner's sample storage area.
- 27 d. Record Changes: Note the following related items: Addenda, with "ADD-(No.)". Note
28 related accepted and unaccepted Alternates, with "ALT-(No.)". Note related
29 Modifications; with "RFI-(No.), ASI-(No.), CCD-(No.), and PR-(No.)".
30 1) Items added by Addendum.
31 2) Accepted Alternate Bid items.
32 3) Modifications made by: RFI-(No.), ASI-(No.), CCD-(No.), and PR-(No.).
- 33 e. Upon completion of the Work, submit two copies of the record Specifications and one
34 disc containing record specifications in PDF to the Architect for approval and
35 transmittal to the Owner.
- 36 3. Addenda.
- 37 4. Change Orders and other modifications to the Contract.
- 38 C. Ensure entries are complete and accurate, enabling future reference by Owner (Sumner School
39 District).
- 40 D. Store record documents separate from documents used for construction.
- 41 E. Record information concurrent with construction progress.

42 **3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- 43 A. For Each Item of Equipment and Each System:
44 1. Description of unit or system, and component parts.
45 2. Identify function, normal operating characteristics, and limiting conditions.
46 3. Include performance curves, with engineering data and tests.
47 4. Complete nomenclature and model number of replaceable parts.
- 48 B. Where additional instructions are required, beyond the manufacturer's standard printed
49 instructions, have instructions prepared by personnel experienced in the operation and
50 maintenance of the specific products.

- 1 C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and
2 sequences. Include regulation, control, stopping, shut-down, and emergency instructions.
3 Include summer, winter, and any special operating instructions.
- 4 D. Maintenance Requirements: Include routine procedures and guide for preventative
5 maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and
6 alignment, adjusting, balancing, and checking instructions.
- 7 E. Provide servicing and lubrication schedule, and list of lubricants required.
- 8 F. Include manufacturer's printed operation and maintenance instructions.
- 9 G. Include sequence of operation by controls manufacturer.
- 10 H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams
11 required for maintenance.
- 12 I. Additional Requirements: As specified in individual product specification sections.

13 **3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- 14 A. Assemble operation and maintenance data into durable manuals for Owner (Sumner School
15 District)'s personnel use, with data arranged in the same sequence as, and identified by, the
16 specification sections. CSI division and section numbers shall match the contract document
17 specifications.
- 18 B. Where systems involve more than one specification section, provide separate tabbed divider for
19 each system.
- 20 C. Prepare instructions and data by personnel experienced in maintenance and operation of
21 described products.
- 22 D. Prepare data in the form of an instructional manual.
- 23 E. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with
24 durable plastic covers; 1 inch (25.4 mm) maximum ring size. When multiple binders are used,
25 correlate data into related consistent groupings.
- 26 F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE
27 INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- 28 G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of
29 Architect (Erickson McGovern), Consultants, Contractor and subcontractors, with names of
30 responsible parties.
- 31 H. Tables of Contents: List every item separated by a divider, using the same identification as on
32 the divider tab; where multiple volumes are required, include all volumes Tables of Contents in
33 each volume, with the current volume clearly identified.
- 34 I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents
35 on the divider tab; immediately following the divider tab include a description of product and
36 major component parts of equipment.
- 37 J. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to
38 size of text pages.
- 39 K. Arrange content by systems under section numbers and sequence of Table of Contents of this
40 Project Manual.
- 41 L. Contents: Prepare a Table of Contents for each volume, with each product or system
42 description identified, in three parts as follows:
 - 43 1. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of
44 Architect (Erickson McGovern), Consultants, and Contractor with name of responsible
45 parties; schedule of products and systems, indexed to content of the volume.
 - 46 2. Part 1: Directory listing names, addresses, and telephone numbers of Architect (Erickson
47 McGovern), Contractor, Subcontractors, and major equipment suppliers.

- 1 3. Part 2: Operation and maintenance instructions, arranged by system and subdivided by
2 specification section. For each category, identify names, addresses, and telephone
3 numbers of Subcontractors and suppliers. Identify the following:
4 a. Significant design criteria.
5 b. List of equipment.
6 c. Parts list for each component.
7 d. Operating instructions.
8 e. Maintenance instructions for equipment and systems.
9 f. Maintenance instructions for special finishes, including recommended cleaning
10 methods and materials, and special precautions identifying detrimental agents.
11 4. Part 3: Project documents and certificates, including the following:
12 a. Shop drawings and product data.
13 b. Air and water balance reports.
14 c. Certificates.
15 5. Part 4: Warranties. See Section 3.08 of this Section.

16 **3.05 ONE YEAR CORRECTION PERIOD**

- 17 A. The one (1) year period begins as set forth: One year from Substantial completion.

18 **3.06 WARRANTIES**

- 19 A. Warranty requirements as set forth:
20 1. 1 year from the date of Substantial Completion.
- 21 B. Definitions:
22 1. "Guarantee" and "warranty" are used interchangeably.
23 2. "Standard product warranties" are preprinted, written warranties published by individual
24 manufacturers for particular products and are specifically endorsed by the manufacturer to
25 the Owner
26 3. "Special warranties" are written warranties required by or incorporated into the contract
27 documents either to extend time limits provided by standard warranties or to provide
28 greater rights for the Owner.
- 29 C. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers,
30 and manufacturers, within 10 days after completion of the applicable item of work. Except for
31 items put into use with Owner (Riverview School District)'s permission, leave date of beginning
32 of time of warranty until the Date of Final Completion is determined.
- 33 D. Verify that documents are in proper form, contain full information, and are notarized.
- 34 E. Co-execute submittals when required.
- 35 F. Retain warranties and bonds until time specified for submittal.
- 36 G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project
37 Manual, with each item identified with the number and title of the specification section in which
38 specified, and the name of product or work item.
- 39 H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing.
40 Provide full information, using separate typed sheets as necessary. List Subcontractor,
41 supplier, and manufacturer, with name, address, and telephone number of responsible
42 principal.
- 43 I. Disclaimers and Limitations:
44 1. Manufacturer's disclaimers and limitations on product warranties shall not relieve the
45 contractor of the general warranty on the work under this contract that incorporates the
46 products nor does it relieve suppliers, manufacturers, and subcontractors required to
47 countersign special warranties with the contractor.
48 2. The contractor is obligated to comply with warranties under the contract or at law
49 regardless of the terms and conditions of warranties of supplier, manufacturer and
50 subcontractors extended to the contractor.

- 1 J. Warranty Obligations:
2 1. Restore or remove and replace warranted work to its originally specified condition at such
3 time during warranty as it does not comply with or fulfill terms of warranty. Restore or
4 remove and replace other work which has been damaged by failure of warranted work or
5 which must be removed and replaced to gain access to warranted work
6 2. Except as otherwise indicated or required by governing regulations, warranties do not
7 cover damage to building contents (other than work or contract) which results from failure
8 of warranted work.
9 3. Cost of restoration or removal and replacement is contractor's obligation without regard to
10 whether Owner has already benefited from use of ailing work.
- 11 K. Owner's Recourse:
12 1. Warranties and warranty periods do not diminish implied warranties and do not deprive
13 Owner of actions, rights, and remedies otherwise available for Contractor's failure to fulfill
14 requirements of the Contract Documents or rights and causes of action of or by the Owner
15 available at law. Owner reserves the right to reject coincidental product warranties
16 considered to be conflicting with or detracting from requirements of the Contract
17 Documents.

18 **END OF SECTION**
19