

DIVISION 00 - Bidding Requirements, Contract Forms, & Conditions of the Contract

Section 00 00 02	Table of Contents
Section 00 01 01	Project Title Page
Section 00 01 07	Seals Page
Section 00 01 15	List of Drawings
Section 00 11 16	Invitation to Bid
Section 00 21 13	Instructions to Bidders
Section 00 31 00	Available Project Information
Section 00 41 00	Bid Form
Section 00 41 00.01	Bid Price Form
Section 00 41 00.02	Bid Alternates Form
Section 00 41 00.03	Insurance Binder
Section 00 41 00.04	Bid Security
Section 00 41 00.05	Non-Collusion Affidavit
Section 00 41 00.06	Certification of Non-Segregated Facilities
Section 00 41 00.07	Certification of Compliance with Wage Payment Statutes
Section 00 43 93	Bid Submittal Checklist
Section 00 43 95	Bidder Qualification Statement
Section 00 51 00	Notice of Award
Section 00 60 00	Project Forms
Section 00 72 00.01	Public Works Contract
Section 00 72 00.02-1	General Conditions
Section 00 72 00.02-2	Supplemental Conditions

DIVISION 01 - General Requirements

Section 01 11 00	Summary of Work
Section 01 20 00	Price & Payment Procedures
Section 01 25 00	Substitution Procedures
Section 01 26 00	Contract Modifications Procedures
Section 01 30 00	Administrative Procedures
Section 01 35 16	Alteration Project Procedures
Section 01 40 00	Quality Requirements
Section 01 42 00	References
Section 01 50 00	Temporary Facilities & Control
Section 01 60 00	Product Requirements
Section 01 70 00	Execution and Close out Requirements
Section 01 74 19	Construction Waste Management Plan

DIVISION 26 - ELECTRICAL

Section 26 00 10	Basic Electrical Requirements
Section 26 05 19	Low-Voltage Electrical Power Conductors and Cables
Section 26 05 33.13	Conduit for Electrical Systems

Fire Alarm Replacement
At HHE

Sequim School District No. 323

March 19th, 2024

Division 28 - Electronic Safety and Security
Section 28 10 00 FIRE DETECTION AND ALARM

END OF TABLE OF CONTENTS

DOCUMENT 000101 - PROJECT TITLE PAGE

1.1 PROJECT MANUAL VOLUME 1

- A. Fire Alarm Replacement at Helen Haller Elementary School
- B. Sequim School District No. 323
- C. 350 W Fir St, Sequim, WA 98382
- D. Owner Project No. 2024-02-1007
- E. Issued: 03-19-2024

END OF DOCUMENT 000101

DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Electrical Engineer:

1. Leo Maya, PE, LEED AP BD&C
2. Design West Engineering
3. 110 James Street, Suite 106
4. Edmonds, WA 98020
5. LMaya@designwesteng.com
6. 425-458-9700

B. Mechanical Engineer:

1. Reid Herron, PE
2. Design West Engineering
3. 110 James Street, Suite 106
4. Edmonds, WA 98020
5. Rherron@designwesteng.com
6. 425-458-9700

END OF DOCUMENT 000107

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS AND SPECS

- A. Drawings: Drawings consist of the Contract Drawings titled SEQUIM SCHOOL DISTRICT HELEN HALLER ES FIRE ALARM REPLACEMENTS, dated 02.12.2024.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

SHEET NUMBER	SHEET TITLE
FA-0.1	FIRE ALARM LEGENDS & NOTES
FA-0.2	FIRE ALARM NOTES
FA-0.3	FIRE ALARM RISER DIAGRAM
FA-1.1	FIRE ALARM SITE PLAN
FA-2.1	FIRE ALARM PLAN - BUILDING A
FA-2.2	FIRE ALARM PLAN - BUILDING B
FA-2.3	FIRE ALARM PLAN - BUILDING C
FA-2.4	FIRE ALARM PLAN - OFFICE BUILDING D
FA-2.5	FIRE ALARM PLAN - PORTABLE BUILDINGS
FA-3.1	FIRE ALARM DETAILS

END OF DOCUMENT 000115

DOCUMENT 001116 - INVITATION TO BID

PART 1 - GENERAL

1.01 PROJECT INFORMATION

- A. Notice to Bidders: Qualified Bidders are invited to submit Bids for Project as described in this Document and Instructions to Bidders.
- A. Project Identification: Fire Alarm Replacement at Helen Haller Elementary School
- A. Project Location: 350 W Fir St, Sequim, WA 98382
- B. Owner: Sequim School District No. 323.
 - 1. Owner's Representative: Wenaha Group, Yue Chen, Project Manager, Wenaha.Y.Chen@sequimschools.org, (206) 556-9576.
- C. Engineer Identification (for initial installation scope designs): Design West Engineering
- D. Project Overview: Helen Haller Elementary School, located at 350 W Fir Street in Sequim, WA. The existing Fire Alarm control panels are Simplex Grinnell and are at maximum capacity. Under this project, the intent is to install a full school replacement fire alarm. The portable classrooms and main building fire alarm systems are to be included as a singular new system.
- E. Bids will be received for the following Work: General Contract (all trades).

1.02 BID SUBMITTAL AND OPENING

- A. Owner will consider Bids prepared in compliance with Instructions to Bidders issued by Owner and delivered as described herein.
- B. The Bid, the Bid Security, and any other documents required to be submitted with the Bid, shall be enclosed in a sealed, non-transparent envelope sufficient in size to contain all required bidding documents.
- C. Owner will receive sealed Bids no later than 10:00 AM on April 04, 2024, followed with public opening and reading of the Bids at the below-referenced address. Owner reserves the right to postpone the Bid opening. To be considered responsive, each Bid must contain completed versions of each of the following:
 - 1. Bid Form
 - 2. Attachment 1 - Bid Price Form
 - 3. Attachment 2 - Bid Alternates Form
 - 4. Attachment 3 - Insurance Binder
 - 5. Attachment 4 - Bid Security

6. Attachment 5 - Non-Collusion Affidavit
 7. Attachment 6 - Statement of Non-Segregated Facilities
 8. Attachment 7 - Certification of Compliance with Wage Payment Statutes
- D. All sealed Bid envelopes shall contain the following information (typed or written) on the FRONT FACE of the envelope:
- a. "Fire Alarm Replacement at Helen Haller Elementary School."
 - b. Bidder Name.
 - c. Bidder Contractor License Number.
 - d. Bidder Contact Information.
- E. All sealed Bid envelopes shall contain the following information on the BACK FACE of the envelope (printed off & affixed):
- a. Completed Section 00 43 93 ("Bid Submittal Checklist").
- F. If the Bid is sent by mail: The sealed envelope shall be enclosed in a separate mailing USPS-approved envelope with the notation "SEALED BID ENCLOSED" on the face there of. Envelope should also note "Attn: Business Manager"
- G. Bids shall only be accepted at: The Sequim School District Office, located at: 503 North Sequim Avenue, Sequim, Washington 98382
- H. Receipt of Bids:
1. All sealed bidding envelopes will be received by "Project Coordinator" and then marked with a time/date stamp.
 2. Please note: The office designated in 1.02.G will only be open to receive hand-delivered bids from 8AM-4PM. (Pacific) on the following days:
 - a. Monday-Friday
 3. Bids received after the date and hour stated above will not receive consideration.
- I. Bids shall be typewritten or written legibly in ink on forms provided herein with all provided spaced completed. Unsigned Bids will not be considered.
- J. Bids shall be opened publicly, and the results will be read aloud. An abstract of submitted Bids may be made available to Bidders.
- K. Additional instructions for submission of Bids are contained in the Instructions to Bidders, which should be reviewed in full in conjunction with this Invitation to Bid.
- 1.03 VIRTUAL BID OPENING
- A. A virtual Bid opening via Zoom will be held on the date and time specified above. Access credentials for the Zoom meeting will be provided at the front desk at the Sequim School District Office and online at https://www.sequimschools.org/our_district/project_bid_opportunities. All parties interested in attending are invited. A tabulation of the Base Bids and Alternate Bids will be made available to Bidders, upon request.

1.04 BID SECURITY

- A. Submit Bid Security in the form required in the Bidding Documents and equal to five (5) percent of the Bidder's Base Bid (and excluding Washington State sales tax), as further described in the Instructions to Bidders. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) after opening of Bids. Owner reserves the right to reject any and all Bids and to waive informalities and irregularities.
- B. The successful Bidder will be required to furnish Performance Bond and Payment Bond, as specified in the Contract Documents and Bidding Documents.

1.05 PREBID MEETING

- A. The owner will conduct prebid meetings as indicated below:
 - 1. Meeting 1: March 26, 2024, 2:30 PM at the Maintenance Office Conference Room
- B. Bidders' Questions: Owner will provide responses at Prebid meeting to Bidders' questions received up to two (2) business days prior to meeting.

Location: 503 N Sequim Ave, Sequim, WA 98382

- C. Attendance:
 - 1. Prime Bidders: Prospective prime Bidders are encouraged to attend.
 - 2. Subcontractors: Prospective Subcontractors are encouraged to attend.
 - 3. Notice: A sign-in sheet for potential prime Bidders and Subcontractors will be made available.

1.06 OBTAINING BIDDING AND CONTRACTING DOCUMENTS

- A. Online Access to Bidding and Contracting Documents: Obtain access after March 19th, 2024, online at https://www.sequimschools.org/our_district/project_bid_opportunities. **Bid ID #2024-02-1007** Access is open to the public and unrestricted.
- B. Within ten (10) days after notification in writing of the Owner's intent to award Contract, selected Bidder will be required to enter into a Contract with Owner using the form of contract included in the Bidding Documents.

1.07 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin pre-construction Work on receipt of “Limited” Notice to Proceed, and “Full” Notice to Proceed will apply to on-site construction Work; this will commence as indicated on Project schedule. Contractor must complete the Work within Contract Time. This Project is subject to liquidated damages of \$250 for each calendar day that Substantial Completion is not timely achieved.

1.08 BIDDER'S QUALIFICATIONS

- A. Bidders shall meet those requirements in the Instructions to Bidders and the Bidding Documents. A Performance Bond, separate Payment Bond, and insurance in a form acceptable to Owner will be required of the successful Bidder.

1.09 METHOD OF CONTRACTING AND PROPOSED SCHEDULE

- A. Work will be constructed under a single stipulated, lump-sum, cost-plus-fee contract by Contractor, as described by Contract Documents.
- B. The proposed scheduled for the Project is as follows (all dates after the Bid Opening are subject to change at the discretion of Owner, other than the dates of Substantial Completion and Final Completion):
 1. March 19, 2024 - Plans Available to Public/Contractors
 2. March 26, 2024 - Prebid Walkthrough #1
 3. March 28, 2024 – Deadline to submit questions
 4. April 01, 2024 – Addendum #1(if applicable)
 5. April 04, 2024 - Bid Opening (10:15 AM)
 6. April 09, 2024 - Intent to Award or Award
 7. June 19, 2024 – Mobilization
 8. August 31, 2024 – Substantial Completion
 9. September 30, 2024 – Final Completion
- C. Calendar Day Contract Time to Substantial Completion: 142 calendar days. (Calendar Day Calculation is from Notice to Proceed through Substantial Completion.). Substantial Completion to issued per location. Contract Time to account for receipt of Substantial Completion for all initial locations.

1.10 SITE REVIEW

- A. Prior to submitting Bid for Work, Contractor is required and expected to have examined Project site and premises and be thoroughly familiarized with existing conditions under which Contractor will be obligated to operate or which will in any way affect Work under this Contract.

- B. Bidders and potential Subcontractors to Bidders are further cautioned to become familiar with contents, alternates, revisions, Addenda, General Conditions, Special Conditions, Technical Provisions of Specifications, Drawings, and Work of other contractors. Should Bidder find discrepancies or omissions in Bidding Documents, or should there be doubt as to intent, notify Owner and Architect at once, who may, if necessary, issue written instructions to Bidders.
- C. Notify Owner and Architect of apparent variances in Bidding Documents from conditions as they exist at Project site. Failure to comply with above requirements does not relieve Contractor of requirements of Contract Documents.
- D. No extras will be allowed because of Bidder's misunderstanding as to amount of Work involved, Contractor's own error or negligence, or failure to examine Project site. Lack of knowledge of conditions pertaining to Work shall not relieve Contractor from performing Work required to complete performance of Contract.

- END OF SECTION -

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

1.01 DEFINITIONS

- A. All definitions set forth in the General Conditions or in other proposed Contract Documents are applicable to the Bidding Documents.
- B. “Addenda” are written or graphic instruments issued by the Sequim School District prior to the execution of the Contract that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed. Addenda relating to administrative matters, such as, for example, the date or time of meetings or Bid receipt, may be issued in writing by fax, mail, or other delivery.
- C. An “Alternate Bid” (or “Alternate”) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if a corresponding change in the Work, as described in the Bidding Documents, is accepted by the Sequim School District.
- D. “Award” means the formal decision by the Sequim School District notifying a responsible Bidder with the lowest Responsive Bid of the Sequim School District’s acceptance of the Bid and intent to enter into a contract with the Bidder. A contract is only formed upon execution of the Contract, and not simply by Award.
- E. A “Bid” is a complete and properly signed proposal to perform the Work or designated portion thereof, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- F. The “Base Bid” is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- G. A “Bidder” is a person or entity who submits a Bid for a prime contract with the Sequim School District for the Work described in the Contract Documents.
- H. The “Bidding Documents” include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid form, any other sample Bidding and contract forms, the Bid Bond, and the Contract Documents, including any Addenda issued prior to receipt of Bids.
- I. The “Contract Documents” for the Work consist of the Advertisement for Bids; Instructions for Bidders; completed Bid Form; General Conditions; Supplemental Conditions; Public Works Contract; other Special Forms; Drawings, and Specifications; and all addenda and modifications thereof.
- J. The “Owner” is the Sequim School District, a Washington quasi-municipal corporation.
- K. To be considered “Responsible” or meet “Responsibility” requirements, a Bidder must meet the criteria established in RCW 39.04.350 (as it exists at the time of advertisement for bids). That statute requires that the Bidder:

1. At the time of Bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
2. Have a current state unified business identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
4. Have an Employment Security Department (ESD) number as required in Title 50 RCW;
5. Have a state excise tax registration number as required in Title 82 RCW;
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations);
7. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the Bid solicitation;
8. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW and designated a person or persons to be trained on those requirements in a manner meeting requirements of the Department of Labor and Industries ("Department"), except that Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this requirement; and
9. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW.
10. In addition, a Bidder must meet the following supplemental responsible bidder criteria applicable to this Project adopted by the Owner to the satisfaction of the Owner:
 - a. The ability, capacity, and skill to perform the Contract;
 - b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - c. Whether the Bidder can perform the Contract within the time specified;
 - d. The previous and existing compliance by the Bidder with laws relating to the Contract;
 - e. The quality of performance of previous contracts, including demonstration of successful completion of similar projects in the last three (3) years;

- f. The designated Project Manager shall have a minimum of three (3) years of successful experience in project management and scheduling of projects of similar scope and complexity.
 - g. The designated Superintendent shall have a minimum of five (5) years of successful supervision of projects of similar scope and complexity;
 - h. The Bidder's principals shall not be excluded or disqualified from Covered Transactions under 2 C.F.R. Part 180 and 2 C.F.R. Part 3000;
 - i. Any other qualifications required by the Contract Documents or Bidding Documents; and
 - j. Such other information as may be secured having a bearing on the decision to award the contract.
- L. A "Sub-bidder" is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.
- M. A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services as described in the Bidding Documents or in the Contract Documents. The Owner reserves the right to reject at any time, without impairing the balance of the proposal, any or all such predetermined unit prices.
- N. The term "day" as used in the Bidding Documents means a calendar day unless otherwise specifically defined.

1.02 BIDDER'S REPRESENTATIONS

- A. By making its Bid, each Bidder represents that:
1. **BIDDING DOCUMENTS.** The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
 2. **POSSIBLE SELF-PERFORMED WORK REQUIREMENT.** The Bidder will perform with its own forces at least that percentage (if any) of the Work required by the Bidding Documents or the Contract Documents.
 3. **TURNKEY SUBMISSION.** The Bidder understands the performance of the project is defined within the allowable framework of RCW 39.04.290 and is a singular contract. The Bidder will not rely on provision of part of the scope of work by other contracts unless explicitly identified within the documents contained herein.
 4. **PRE-BID MEETING.** The Bidder has attended any pre-bid meeting(s) required by the Bidding Documents.
 5. **BASIS.** Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, without exception.

6. **EXAMINATION.** The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents (including, without limitation, any liquidated damages, indemnification, and insurance provisions), the Project site, including any existing buildings; has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the Contract Documents; and has satisfied itself as to the nature, location, character, quality, and quantity of the Work and the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished, as well as all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling, and storage of materials, equipment, and other items; availability and quality of labor, water, electric power, and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder to fully acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
7. **PROJECT MANUAL.** The Bidder has checked its copies of the Project Manual with the Table of Contents bound therein to ensure the Project Manual is complete.
8. **SEPARATE WORK.** The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications for any other contracts to be awarded separately from, but in connection with, the Work being bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the contract being bid upon.
9. **LICENSE REQUIREMENTS.** Bidders and their proposed Subcontractors shall be registered and shall hold such licenses as may be required by the laws of Washington, including Chapter 18.27 RCW, for the performance of the Work specified in the Contract Documents.
10. **NO EXCEPTIONS.** Bids must be based upon the materials, systems, and equipment described and required by the Bidding Documents, and terms and conditions in the Contract Documents, without exception.

1.03 BIDDING DOCUMENTS

A. COPIES

1. **Deposit.** Bidders may obtain complete, electronic sets of the Bidding Documents from the issuing office and other locations designated in the Advertisement or Invitation to Bid in the number and for the deposit amount, if any, stated. Hard copies of Bidding Documents will not be available.

2. **Sub-bidders.** Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid.
3. **Complete Sets.** Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for utilizing established plan holder identification processes to obtain updated bid information; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents. Printed copies of plans take precedence over any online images.
4. **Conditions.** The Owner makes copies of the Bidding Documents available on the above terms only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.
5. **Legible Documents.** To the extent any Drawings, Specifications, or other Bidding documents are not legible, it is the Bidder's responsibility to notify the Owner and to obtain legible documents from the plan center.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. **Format.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in or phases of the Project.
2. **Notify Owner.** Bidders and Sub-bidders shall promptly notify the Owner in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions. All Bidders and Sub-bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Owner any objections (in writing) no later than five (5) calendar days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
3. **Written Request.** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request, which must be received by the Owner at least five (5) calendar days prior to the date for receipt of Bids.
4. **Addenda.** Any interpretation, correction, or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.
5. **Singular References.** Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
6. **Utilities and Runs.** The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and any plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

C. SUBSTITUTIONS

1. **Standard.** The materials, products, procedures, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality that must be met by any proposed substitution.
2. **Substitution Procedure.** No substitution will be considered prior to receipt of Bids unless the Owner receives a written request for approval on the Owner's Substitution Request form for the Project, with all data requested on the form completed, at least seven (7) days prior to the date for receipt of Bids. Each such request shall be submitted with a Request for Substitution form identical to or equivalent in content to the form found in the Project Manual, and shall include the name of the material or equipment proposed to be replaced and a complete description of the proposed substitute, including drawings, cuts, performance and test data, warranty information, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The proposer has the burden to prove the merit of the proposed substitute; by proposing the substitution, the Bidder represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that the Contract Time will not be increased, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Owner's decision to approve or disapprove a proposed substitution shall be final. Written requests for approval shall constitute a guarantee by the Bidder that the articles or materials are in all respects, including warranty and installation, equal or superior to those specified, unless otherwise noted.
3. **Addendum.** If the Owner approves a proposed substitution prior to receipt of Bids, the approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner. Substitution request forms returned by the Owner are a courtesy only, and Bidders/Sub-bidders shall rely solely on substitution approvals listed in an Addenda.
4. **Post-Bid Substitutions.** After the Contract has been executed, the Owner may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only under the circumstances as specified therein.

D. ADDENDA

1. **Written.** All Addenda will be written. They will be mailed, emailed, faxed, delivered, and/or posted electronically with notice to those the Owner knows to have received a complete set of Bidding Documents.
2. **Copies.** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3. **Verification and Acknowledgment of Receipt.** Prior to bidding, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt of all Addenda in its Bid.

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. **Form.** Bids (including any required attachments) shall be submitted on forms identical to the form included with the Bidding Documents. Bids on different forms may be rejected. No oral, email, or telephonic responses or modifications will be considered to be Bids.
2. **Completion of Form.** All blanks on the Bid form shall be filled in by typewriter or manually in ink.
3. **Words and Figures.** Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures; in case of discrepancy between the two, and regardless of any statement to the contrary on the Bid form, the amount written in figures shall govern and the words shall be used to determine any ambiguities in the figures. Portions of the Bid form may require the addition of component bids to a total or the identification of component amounts within a total. In case of discrepancy between component amounts listed and their sum(s), the component amounts listed shall govern.
4. **Initial Changes.** Any interlineation, alteration, or erasure must be initialed by an authorized representative of the Bidder.
5. **Alternates and Unit Prices.** All requested Alternates and unit prices should be bid. The Owner reserves the right, but is not obligated, to reject any Bid on which all requested Alternates or unit prices are not bid. If no change in the Base Bid is required for an Alternate, enter "No Change." If there is no entry, it will be presumed that the Bidder has made no offer to accomplish this Alternate. If it is not otherwise clear from the Bid or nature of the Alternate, it will be presumed that the amount listed for an Alternate is an add rather than a deduct.
6. **No Conditions.** The Bidder shall make no conditions or stipulations on the Bid form nor qualify its Bid in any other manner.
7. **Identity of Bidder.** The Bidder shall include in the specified location on the Bid form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation (including the state of incorporation), or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder, and provide other information requested.
8. **Taxes.** The Bid shall include in the sum stated all taxes imposed by law, EXCEPT STATE AND LOCAL SALES TAX ON THE CONTRACT SUM.

9. **Bid Breakdown.** The Bid form may contain, for the Owner's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.

B. POTENTIAL LISTING OF SUBCONTRACTORS

1. **Procedure.** On certain projects of the Owner, the Bid form includes a requirement that certain Subcontractors be listed, and the list must be submitted to the Owner. In these circumstances, the Bidder must name the Subcontractor with whom the Bidder, if awarded the Contract, will subcontract directly (i.e., not lower-tier Subcontractors) for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in Chapter 18.106 RCW; electrical work as described in Chapter 19.28 RCW; structural steel installation and rebar installation; and any other categories of Work listed on the Subcontractor listing form.
 - a. **SELF-PERFORMANCE:** If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.
 - b. **IF NO SUBCONTRACTORS:** If there is no work to be performed by a HVAC, plumbing, electrical, or other Subcontractor category identified on the Bid form, the Bidder should insert "None" or "N/A" on the Bid form. If a category is left blank, that shall indicate that the Bidder believes that there is no Work to be performed by that trade.
 - c. **MULTIPLE ENTRIES:** The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Subcontractor varies with an Alternate Bid, in which case the Bidder shall identify the Subcontractor to be used for the Alternate and the affected portion of the Work and otherwise make its Bid clear as to which Subcontractor shall be utilized depending upon the selection of Alternates.
 - d. **MULTIPLE SUBMITTAL TIMES:** In the event the Bidding Documents call for a second submittal time for receipt of Alternate Bids, and no additional Subcontractors are listed with such Alternate Bids, the Owner will consider that there is no change in the Subcontractors from those listed with the base Bid.
2. **Failure to Submit.** In accordance with RCW 39.30.060, failure of a Bidder to submit as part of the Bid the names of such proposed HVAC, plumbing, and electrical Subcontractors or to name itself to perform such Work or the naming of two or more Subcontractors to perform the same Work shall render the Bidder's Bid nonresponsive and, therefore, void.
3. **Requirement to Subcontract.** The Bidder, if awarded the Contract, will subcontract with the listed Subcontractor for performance of the portion of the Work designated on the Form of Proposal, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Subcontractor in furtherance of bid shopping or bid peddling.
4. **Replacement.** If a listed Subcontractor is unable to comply with any bondability, qualification, or other requirements of the Contract or Bidding Documents (including without limitation a finding of Subcontractor Non-Responsibility), the Owner may require

the Bidder to replace the Subcontractor with a Subcontractor acceptable to the Owner at no change in the Contract Sum or Contract Time.

5. **Subcontractor Standards.** Subcontractors shall meet contractual and technical qualifications standards, and provide specialized certification, licensing, and/or payment and performance bonding where specified.

C. BID SECURITY

1. **Purpose and Procedure.** Each Bid shall be accompanied by a bid security payable to the Owner in the form required in the Bidding Documents and equal to five percent (5%) of the Base Bid (and excluding Washington State sales tax). The bid security constitutes a pledge that the Bidder will enter into the Contract with the Owner in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance, Contractor's Construction Schedule, and all other documents required by the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. By submitting its Bid and bid security, the Bidder agrees that any forfeiture is a reasonable prediction at the time of Bid submittal of future damages to the Owner.
2. **Form.** The bid security shall be in the form of a certified or bank cashier's check payable to the Owner or a bid bond executed by a bonding company acceptable to the Owner and licensed in Washington State on the form included with the Bidding Documents or on an acceptable and equivalent form. The Attorney-in-Fact who executes the bond on behalf of the surety shall be licensed to do business in Washington State and shall affix to the bond a certified and current copy of his or her Power of Attorney.
3. **Retaining Bid Security.** The Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until the earliest of either: (a) the Contract has been executed, and payment and performance bonds have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.
4. **Return of Bid Security.** Within sixty (60) days after the Bid Date, the Owner will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which time all Bid securities not forfeited will be returned.

D. SUBMISSION OF BIDS

1. **Procedure.** The Bid, the Bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party specified in the Advertisement or Invitation to Bidders and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

2. **Deposit.** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids may be opened, retained unopened, or returned (open or unopened), all at the discretion of the Owner.
3. **Responsibility.** The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. **Form.** Oral, fax, telephonic, email, electronic, or telegraphic Bids are invalid and will not be considered.

E. MODIFICATION OR WITHDRAWAL OF BID

1. **After Receipt Deadline.** A Bid may not be modified, withdrawn, or canceled by the Bidder during a sixty (60) day period following the time and date designated for the receipt of Bids, and each Bidder so agrees by virtue of submitting its Bid.
 2. **Before Receipt Deadline.** Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram or fax; if by telegram or fax, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. The notice shall be worded so as not to reveal the amount of the original Bid. Email notice shall not be considered. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Owner in time to be withdrawn before the Bid opening.
 3. **Resubmittal.** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids, provided that they are then fully in conformance with these Instructions to Bidders.
 4. **Bid Security with Resubmission.** Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.
- F. **NOTICE:** Notice or a request from a Bidder under these Instructions to Bidders must be in writing over the signature of the Bidder and delivered in person or by mail, express delivery, telegram, or fax. If the notice is by telegram or fax, written confirmation over the signature of the Bidder must be mailed and postmarked on or before the date and time set for the notice.

1.05 CONSIDERATION OF BIDS

- A. **Opening of Bids.** Unless stated otherwise in the Advertisement or Invitation to Bid or any Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders and other interested parties.
- B. **Rejection of Bids.** The Owner shall have the right, but not the obligation, to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by required Bid security

or by other material or data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

C. Acceptance of Bid (Award).

1. **Owner.** The Owner intends (but is not bound) to award a Contract to the lowest Responsible and Responsive Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
2. **Alternates.** The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract Documents or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. The Owner retains the right to accept Alternate Bid items at the price bid within sixty (60) days after the Agreement is executed.
3. **Requirements for Award.** Before the Award, the lowest Responsive Bidder shall meet the Award Requirements.

D. BID PROTEST PROCEDURES

1. **Request for Copies of Bids.** Within two (2) business days of the bid opening, the Owner will provide, if requested by a Bidder, copies of all the bids received for the Project. The Owner will allow at least two (2) business days after providing copies of the bids before executing a Contract. (Intermediate Saturdays, Sundays, and legal holidays are not counted.)
2. **Procedure.** A Bidder protesting for any reason the Bidding Documents; a bidding procedure; the Owner's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of Non-Responsibility; the rejection of a Bid; the award of the Contract; or any other aspect arising from or relating in any way to the bidding and award (or lack thereof), shall cause a written protest to be filed with the Owner within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after either (a) the date upon which Bids are opened, or (b) when the Owner provides copies of the bids to those Bidders requesting bids under Paragraph 1.05(D)(1), above. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to: Darlene Apeland, Director of Business – Sequim School District, 503 North Sequim Avenue, Sequim WA 98382.
3. **Consideration.** Upon receipt of the written protest, the Owner will consider the protest. The Owner may, within three (3) business days of the Owner's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Owner, the Superintendent of the Owner or his or her designee will review the issues and promptly

furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Owner's receipt of the protest. (If more than one (1) protest is filed, the Owner's decision will be provided within six (6) business days of the Owner's receipt of the last protest.) If no reply is received from the Owner during the six (6) business-day period, the protest shall be deemed rejected.

4. **Waiver.** Failure to comply with these protest procedures will render a protest waived.
5. **Condition Precedent.** Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST-BID INFORMATION

A. INFORMATION FROM APPARENT LOW BIDDER

1. **Submittal.** Within twenty-four (24) hours of the Owner's request, the apparent low Bidder and any other Bidders so requested shall submit the following to the Owner:
 - a. Additional information regarding the use of their own forces and the use of Subcontractors and suppliers;
 - b. A properly executed Contractor's Qualification Statement on the form provided (unless otherwise required to be submitted at the time of the Bid);
 - c. A letter or form from the Bidder's insurance company stating that the insurance required by the Contract Documents will become effective upon execution of the Contract;
 - d. A letter or form from the Bidder's surety stating that the bond(s) required by the Contract Documents will become effective upon execution of the Contract;
 - e. If requested by the Owner, a detailed breakdown of the Bid in a form acceptable to the Owner;
 - f. The names of the persons or entities (including a designation of the Work to be performed with the Contractor's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work;
 - g. The proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work;
 - h. An Office of Superintendent of Public Instruction (OSPI) Form D-9, if requested; and
 - i. A signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria of RCW 39.04.350(1)(g).

Failure to provide any of the above information in a timely manner may constitute an event of breach permitting forfeiture of the Bid security.

2. **Responsibility.** The Bidder will be required to establish to the satisfaction of the Owner the reliability and Responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents and the qualifications set forth in the sections of the Project Manual pertaining to such proposed Subcontractors' respective trades. The Responsibility of the Bidder may be judged in part by the Responsibility of these proposed entities. The following will be considered:
 - a. The ability, capacity, and skill to perform the Contract;
 - b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - c. Whether the Bidder can perform the Contract within the time specified;
 - d. The previous and existing compliance by the Bidder with laws relating to the Contract;
 - e. The quality of performance of previous contracts, including demonstration of successful completion of similar projects in the last three (3) years;
 - f. The designated Project Manager shall have a minimum of three (3) years of successful experience in project management and scheduling of projects of similar scope and complexity.
 - g. The designated Superintendent shall have a minimum of five (5) years of successful supervision of projects of similar scope and complexity;
 - h. Any other qualifications required by the Contract Documents or Bidding Documents; and
 - i. Such other information as may be secured having a bearing on the decision to award the contract.
3. **Consideration.** In considering a Bidder's Responsibility, a Bidder shall be deemed to be unqualified to perform the Contract if, after review and verification of the representations included upon the Contractor's Qualification Statement submitted by the Bidder, conditions such as, but not limited to, the following appear:
 - a. The Bidder does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial, and financial requirements to that in the present Contract being bid. In addition to such established contractors, a newly established contractor may be considered qualified if it has shown on the Contractor's Qualification Statement that it is staffed with sufficient technical, managerial, and financial personnel with prior experience in the nature of construction for which the Bids are invited.
 - b. The Bidder does not have sufficient capability to undertake the obligations of the Contract. A determination will be made when the Owner's review of the probable cash

- flow needs of the Bidder for this Project (including payroll, cost of material and supplies, equipment rental costs, and any other direct or incidental costs of the Contract), concludes that the Bidder does not have sufficient financial resources to enable it to satisfy its financial obligations under the Contract.
- c. The Bidder has submitted unrealistic unit prices as determined by other Bidders' unit prices for this Project.
 - d. The Bidder does not have sufficient staff, equipment, or plant available to perform the Contract. The Owner's determination in this matter will be based upon that represented by Bidder in the Contractor's Qualification Statement.
 - e. The Bidder has a history of unsatisfactory performance of contracts of this or similar nature, regardless of whether such contracts existed between the Owner and the Bidder, or other parties.
 - i. A determination of this nature will be made if the Owner, after review of the Bidder's previous work experience, determines that the Bidder's unsatisfactory performance has resulted predominantly from the Bidder's failure rather than a failure to perform by another party. The Owner will give the Contractor an opportunity to explain such nonperformance's before any final determination is reached.
 - ii. A determination of failure to perform will be made if the Owner is satisfied, after review of the Bidder's prior experience, that the Bidder has failed to satisfy its obligations under past contracts, and the Owner cannot safely assume satisfactory performance of the Contract by the Bidder.
 - iii. In reaching its determination, the Owner may consider statements of other parties to the prior unperformed contracts, as well as the representations of the Bidder on its Contractor's Qualification Statement.
4. **Subcontractors.** The Responsibility of the Bidder may be judged in part by the Responsibility of its Subcontractors. Bidders must verify Responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that hires other Subcontractors must verify Responsibility criteria for each of its next lower-tier Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, is Responsible and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW, and can obtain any payment and performance bonds required by the Bidding or Contract Documents.
5. **Request to Modify Criteria.** No later than ten (10) days prior to the Bid Date, a potential Bidder may request in writing that the Owner modify the Responsibility criteria listed in Paragraph 1.06(A)(2), above, or elsewhere in the Contract Documents or the Bidding Documents. The Owner will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the criteria, the Owner will issue an Addendum identifying the new criteria.

6. **Objection.** Prior to the Award of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder, and the Owner will provide the reasons for the determination. The Bidder may appeal the determination within two (2) business days of its receipt of the objection by presenting additional information to the Owner, and the Owner will consider the additional information before issuing its final determination. The Bidder may, after the Owner's objection or determination, and at Bidder's option, (1) withdraw the Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by the substitution, or (3) appeal by filing a protest in accordance with Paragraph 1.05(D). In the event of withdrawal, Bid security will not be forfeited.
7. **Change.** Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.
8. **Right to Terminate.** The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that the Bidder has made a material misrepresentation on its Contractor's Qualification Statement, the Owner shall have the right to terminate the Contract for cause for the Contractor's breach, and the Owner may then pursue such remedies as exist elsewhere under the Contract, or as otherwise are provided at law or equity.

B. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Owner as under consideration for award of a Contract shall also provide a properly executed Contractor's Qualification Statement, if so requested by the Owner.

C. BIDDING MISTAKES: The Owner will not be obligated to consider notice of claimed bidding mistakes received more than three (3) business days after the Bid opening. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from bidding on the Project if a subsequent call for Bids is made for the Project.

1.07 PERFORMANCE BOND; LABOR AND MATERIAL PAYMENT BOND

- A. **Bond Requirements.** Within twenty-four (24) hours after the issuance of the Owner's notice of intent to award the Contract, and prior to the date of execution of the Contract, the Bidder shall furnish evidence satisfactory to the Owner of its ability to obtain statutory bonds pursuant to Chapter 39.08 RCW covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form prescribed in the Contract Documents and in the full amount of the Contract Sum plus sales tax. The cost of such bonds shall be included in the Base Bid.
- B. **Subcontractor Bonds.** The Owner reserves the right to require certain Subcontractors to furnish performance and labor and material payment bonds in form as set forth herein and as set forth under the Bidding Documents or Contract Documents. The Owner shall not, however, be responsible for any costs for any Subcontractor bonds unless the Owner, prior to the

execution of the Owner-Contractor Agreement, requires the Bidder, in writing, to furnish such bonds from designated Subcontractors. Should any bonds be furnished by subcontract bidders, or be required by any Bidder to be furnished by any subcontract bidder or Subcontractor, without the written request of the Owner prior to the execution of the Owner-Contractor Agreement, the costs for any such bonds shall be at the expense of the Bidder and shall not be added to the Contract Sum.

- C. **Time of Delivery and Form of Bonds.** The Bidder shall deliver the bonds and other documents required by the Contract Documents (including, but not limited to, certificates of insurance) to the Owner pursuant to the Contract Documents, and in no event any later than seven (7) days after the date of execution of the Contract and prior to commencing operations at the site. The bonds shall be written in the form(s) approved by the Owner for public works, as specified in Bidding Documents, and as required by Chapter 39.08 RCW. The bonds shall be written by a surety firm licensed to do business in the State of Washington, with an A.M. Best rating of at least A/IX. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her Power of Attorney.

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. **Form to be Used:** The Agreement for the Work will be written on the form(s) contained in the Bidding Documents.
- B. **Conflicts:** In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

1.09 CONTRACT DOCUMENTS

This paragraph contains descriptions of some, but not all, of the provisions of the Contract Documents.

- A. **RETAINAGE.** The Contract Documents specify the statutory retainage requirements of Chapter 60.28 RCW for this Project.
- B. **CONTRACT TIME.** The Contract Documents specify the Contract Time. Timely completion of this Project is essential to the Owner.
- C. **PREVAILING WAGES.** The Contract Documents contain requirements regarding the payment of prevailing wages pursuant to Chapter 39.12 RCW.
- D. **WRITTEN CLAIMS AND NOTICE.** The Contract Documents contain a number of provisions that require the Contractor to provide notice of Claims and to make and support Claims, in writing, within a specified time in order to maintain the Claim. The Owner is under no obligation to consider Claims that fail, in any respect, to meet such requirements.
- E. **CHANGES IN CONTRACT SUM.** The Contract Documents contain provisions specifying requirements for and pricing of changes in the Contract Sum.

- F. **DISPUTE RESOLUTION.** The Contract Documents contain provisions replacing the arbitration provisions of the form General Conditions with an alternative dispute resolution procedure which, among other things, requires non-binding mediation of all disputes.
- G. **CONTRACTOR REGISTRATION.** Pursuant to Chapter 39.06 RCW, the Bidder shall be registered or licensed as required by the laws of the Washington State, including, but not limited to, Chapter 18.27 RCW.
- H. **COMMISSIONING OF OPERATIONAL SYSTEMS.** Certain systems may be designated in the Contract Documents as “Operational Systems.” If so, prior to the Date of Substantial Completion the Operational Systems must be up and running, ready for normal operation, and subject to a pre-commissioning inspection.
- I. **TAXES.** The Contractor shall include in its Bid and pay for all applicable taxes, except Washington State sales tax and local sales tax on the Contract Sum, which shall be excluded in the preparation of its Bid. Such State and local sales taxes shall be added to the Contract Sum, paid by the Owner to the Contractor, and then paid by the Contractor as specified in the Contract Documents. Refer to General, Supplementary, or other conditions regarding further information.
- J. **OTHER PROVISIONS.** The above paragraphs contain descriptions of some, but not all, of the provisions of the Contract Documents. Bidders should review in detail the Contract Documents themselves and not rely upon the above paragraphs in this Paragraph 1.09 as complete or inclusive.

1.10 POSSIBLE TRENCH EXCAVATION SAFETY PROVISIONS

- A. To ensure that the Bidder agrees to comply with relevant trenching safety requirements of RCW 39.04.180 and Chapter 49.17 RCW, the Base Bid must include the cost of any required trench safety provisions. The Bidder shall enter in the blank provided on the Bid form the dollar amount the Bidder has included in its Base Bid for any trench safety provisions for trenching that will exceed a depth of four feet. If trench excavation safety provisions do not pertain to the Project, the Bidder may enter “N.A.” or “Not Applicable” in the blank on the Bid form.

1.11 APPRENTICESHIP UTILIZATION

In accordance with RCW 39.04.350, if the successful Bidder has a history of receiving monetary penalties for not achieving the apprentice utilization requirements pursuant to RCW 39.04.320, or is habitual in utilizing the good faith effort exception process, the bidder must submit to the Owner an apprenticeship utilization plan within ten (10) business days immediately following the Notice to Proceed date.

- END OF DOCUMENT 002113 -

DOCUMENT 003100 - AVAILABLE PROJECT INFORMATION

1.1 AVAILABLE PROJECT INFORMATION

- A. This Document and its referenced attachments are part of the Procurement and Contracting Requirements for Project. They provide Owner's information for the Bidder's convenience and are intended to supplement rather than serve in lieu of the Bidder's own investigations. They are made available for the Bidder's convenience and information but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Preliminary project schedule including design and construction milestones have been established by Owner and are scheduled for completion 142 days after notice to proceed.
 - 1. For Project time requirements, see the Invitation to Bid, Public Works Contract, and General Conditions.
- C. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing at the maintenance offices of the District.
- D. Permit Application: Complete building or Labor and Industries permit application and file with authorities having jurisdiction within [five] days of the Notice of Award..
- E. Related Requirements:
 - 1. Review Document 002113, "Instructions to Bidders," for the Bidder's responsibilities on examination of Project site and existing conditions.

- END OF DOCUMENT 003100 -

DOCUMENT 004100 - BID FORM

BIDS WILL ONLY BE RECEIVED AT:

Owner:	Sequim School District 503 North Sequim Ave, Sequim, WA 98382
Bids Must Be Received By:	April 4 th , 2024 at 10:00 AM
Owner's Representative:	Wenaha Group, Yue Chen, Project Manager

BID IS FOR THE PROJECT REFERENCED:

Project No.	2024-02-1007
Project Location:	350 W Fir St, Sequim, WA 98382
Engineer:	Design West Engineering

The undersigned Bidder acknowledges receipt of, and declares that it has examined and is fully familiar with, the Bidding Documents, the Project Manual, the Drawings, the Specifications, the Contract Documents, and the Addenda specified below.

The Bidder further declares that it has inspected the site and familiarized itself with local conditions that may affect the cost of the Work, the time for performance of the Work, and/or the difficulty thereof; that it has satisfied itself as to nature, location, character, quality, and quantity of the Work required by the Contract, including materials and equipment, and including the fact that the description of quantities of work and materials as included in the Bid is brief and is intended only to indicate the general nature of the work and to correlate said quantities with detailed requirements in the Contract Documents; that this Bid is made according to provisions and under terms of the Contract Documents, which are hereby made a part of this Bid; and that Bidder has carefully checked all of the words and figures that compose this Bid.

IN SUBMITTING THE BID, THE UNDERSIGNED AGREES:

1. To furnish all material, labor, tools, equipment, management, supervision, and utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required for construction of the Project in accordance with the Contract Documents and contained or referenced in the Bidding Documents. Bidder acknowledges that the Contract Documents consist of the Public Works Contract (Document 007200.01) and General Conditions (Document 007200.02); Supplemental Conditions; Drawings; Specifications; and Addenda.
2. The Base Bid reflected in Attachment 01 to this Bid Form, and the Alternatives reflected in Attachment 02 to this Bid Form, represent full compensation for satisfactory performance of all obligations under the Contract Documents.
3. Bidder has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the Drawings and Specifications made a part of the Contract Documents.

4. The Owner may continue to occupy parts of the site and may employ, under separate contracts, other contractors at or near the site concurrently with the Work of the Contract. As a result, the Bidder will have limited use of the premises for work, storage, access, parking, and equipment, and Bidder will be required to coordinate the use of the premises under the direction of the Owner. Further, adjoining areas may be conducting normal operations during the Work, and Bidder should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the Work be coordinated with ongoing operations. Bidder acknowledges that its Bid is based upon a schedule and assumptions that incorporate these conditions, and upon a schedule that complies with schedule requirements set forth in the Contract Documents.
5. To hold its Bid open for sixty (60) consecutive calendar days from the date designated for opening of bids.
6. To accept the provisions of the Instructions to Bidders, including the disposition of Bid Security.
7. Within ten (10) days of award, to execute and deliver the Contract, to furnish the Performance Bond and Payment Bond in accordance with the requirements of the Contract Documents, to deliver the required certificates of insurance, and to perform the other obligations specified in the Contract Documents.
8. To commence the Work of the Contract upon receipt of a written Notice to Proceed and complete all such Work by the dates for Substantial Completion and Final Completion, respectively, specified in the Contract Documents.
9. The requirements of Chapter 39.12 RCW (“Prevailing Wages”) are included as a part of this Bid, and the undersigned agrees to comply with all of the provisions thereof.
10. The undersigned Bidder has enclosed the required Bid Security in the amount of five percent (5%) of the Base Bid in the form required by and otherwise in accordance with the Instructions to Bidders. The Bidder agrees to enter into the Contract with the Owner in the form provided, in a timely manner, and on the terms stated in its Bid and to furnish in a timely manner the Payment Bond and Performance Bond, certificates of insurance, Contractor’s Construction Schedule, and all other documents required by the Contract Documents. Bidder agrees that, should it fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the Bid Security will be forfeited to the Owner as liquidated damages, not as a penalty. By submitting its Bid and Bid Security, the Bidder agrees that any forfeiture is a reasonable prediction at the time of Bid submittal of future damages to the Owner.
11. It satisfies the Bidder responsibility criteria listed in RCW 39.04.350(1).
12. Failure to timely complete and submit this Bid Form, Attachments 1-7, or the inclusion of false information in any aspect of its Bid, will render this Bid nonresponsive.
13. The Owner reserves the right to reject any or all bids and to waive informalities and irregularities.

BIDDER SUBMISSION INFORMATION

Bidder Information	
Legal Name of Bidder:	
Type of Entity (e.g., corporation, partnership, joint venture, or sole proprietor):	
Business Address:	
Business Phone No:	
Website (if applicable):	
Email:	
Washington State Contractor’s Registration No.: <i>NOTE: Failure to have required license at time of bid opening will result in rejection of the Bid.</i>	
Contractor’s License Expiration Date:	
Federal Tax Identification Number (TIN):	
Unified Business Identifier Number (UBI):	
Bidder’s Authorized Representative Information	
Name:	
Title:	
Phone No:	
Email:	
Bid Bonding Company Information	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Phone No:	
Bonding Agent Name:	
Bonding Agent Email:	

(Continued on next page)

ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt, review, and full consideration of those Addenda indicated below. *(If a given addendum number was not utilized, that row should be left blank.)*

Number:	Addendum Dated:	Bidder Authorized Representative Initials
Addendum #1		
Addendum #2		
Addendum #3		
Addendum #4		
Addendum #5		
Addendum #6		

ATTACHMENTS REQUIRED

Bidder has fully completed and included the following attachments to this Bid Form, which are required for the Bid to be considered responsive.

Number:	Description:	Bidder Authorized Representative Initials
Attachment 1	Bid Price Form	
Attachment 2	Bid Alternates Form	
Attachment 3	Insurance Binder	
Attachment 4	Bid Security	
Attachment 5	Non-Collusion Affidavit	
Attachment 6	Statement of Non-Segregated Facilities	
Attachment 7	Certification of Compliance with Wage Payment Statutes	

Dated: _____

Name of Authorized Representative

Signature of Authorized Representative

END OF BID FORM
(Complete and include Attachments 1-7)

DOCUMENT 004100.01 - BID PRICE FORM
(Attachment 1 to Bid Form)

BID IS FOR THE PROJECT REFERENCED:

Project Name:	Fire Alarm Replacement at Helen Haller Elementary School
Project No.	2024-02-1007
Project Location:	350 W Fir St, Sequim, WA 98382
Engineer:	Design West Engineering

SALES TAX

For all bid prices listed in this Bid Form, DO NOT INCLUDE applicable local and Washington State sales tax that will be applied to the Contract Sum.

BIDDER ACKNOWLEDGEMENT

By submitting this Bid, the undersigned Bidder acknowledges the following:

1. The below-listed Base Bid amount may be modified by amounts indicated by the Bidder on Document 004100.02 (“Alternates Form”).
2. Owner reserves the right to reject any or all Bids, to waive any informality or irregularity in any Bid received, and to accept or reject any Alternates in any order or combination.

TOTAL BASE BID AMOUNT

The undersigned Bidder, in response to the Bidding Documents, having carefully examined the Contract Documents, having had the option to visit the site with the Owner-provided optional walkthroughs, and being familiar with all conditions and requirements of the Work, hereby offers to perform all the Work on the above-referenced Project in accordance with the Contract Documents for the total, combined fixed-price lump sum of:

_____ Dollars (\$ _____)
(Show amount in words and in figures. This amount does not include state/local sales tax.)

TRENCH EXCAVATION SAFETY PROVISIONS

In compliance with RCW 39.04.180, on public works projects in which trench excavation will exceed a depth of four feet, all costs for adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, must be included in the Base Bid. The cost of trench excavation safety provisions included in the lump-sum dollar amount stated above (even if the value is \$0.00) must be listed below to be responsive.

Total amount of trench excavation safety included in the Base Bid (above):

_____ Dollars (\$ _____)
(Show amount in words and in figures. This amount does not include state/local sales tax.)

Dated: _____

Name of Authorized Representative

Signature of Authorized Representative

- END OF ATTACHMENT 1 -

DOCUMENT 004100.02 - BID ALTERNATES FORM
(Attachment 2 to Bid Form)

BID IS FOR THE PROJECT REFERENCED:

Project Name:	Fire Alarm Replacement at Helen Haller Elementary School
Project No.	2024-02-1007
Project Location:	350 W Fir St, Sequim, WA 98382
Engineer:	Design West Engineering

ALTERNATE BIDS

The following represents incremental differences to cost outlined in the Base Bid to incorporate alternates should they be accepted by the Owner. Amounts do not include state or local sales tax.

Alternate A

Add / Deduct *(Please choose "Add" or "Deduct" by drawing a circle around the word)*

_____ Dollars
(amount in words)

\$ _____
(amount in numbers)

Alternate B

Add / Deduct *(Please choose "Add" or "Deduct" by drawing a circle around the word)*

_____ Dollars
(amount in words)

\$ _____
(amount in numbers)

Dated: _____

Name of Authorized Representative

Signature of Authorized Representative

- END OF ATTACHMENT 2 -

DOCUMENT 004100.03 - INSURANCE BINDER
(Attachment 3 to Bid Form)

BID IS FOR THE PROJECT REFERENCED:

Project Name:	Fire Alarm Replacement at Helen Haller Elementary School
Project No.	2024-02-1007
Project Location:	350 W Fir St, Sequim, WA 98382
Engineer:	Design West Engineering

The undersigned confirms that the Bidder has reviewed the insurance and bonding requirements stated in Part 2 of the General Conditions (and elsewhere in the Contract Documents) for the above-referenced Project with its insurance provider. If awarded the Contract, Bidder will provide the required insurance at no additional cost to the Owner.

Dated: _____

Name of Authorized Representative

Signature of Authorized Representative

- END OF ATTACHMENT 3 -

SECTION 004100.04 - BID SECURITY
(Attachment 4 to Bid Form)

BID IS FOR THE PROJECT REFERENCED:

Project Name:	Fire Alarm Replacement at Helen Haller Elementary School
Project No.	2024-02-1007
Project Location:	350 W Fir St, Sequim, WA 98382

BID SECURITY REQUIRED

1. To be considered responsive, the Bidder must provide the Bid Security in an amount constituting five percent (5%) of the Base Bid in accordance with the Instructions to Bidders.
2. Bid Security must be submitted to Owner in the form of a cashier's check, certified check, U.S. money order, or bid bond.
3. Bid bonds must be in the form of AIA-A310 or, in the alternative, the below Owner-provided form.
4. Bid bond must contain the notarized signature of the Principal and the Surety.
5. Taxes levied by federal, state, or municipal governments must be included in Base Bid unless indicated otherwise, with the exception that Washington State sales tax is not to be included in the Base Bid.
6. In the event Owner does not award a contract to Bidder within 60 calendar days after the Bid Date, Owner will return the Bid Security to the Bidder.

(Form of Bid Bond included on next page.)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____

_____ (herein "Principal"),

as Principal, and _____ (herein "Surety"),

as Surety, are held firmly bound unto Sequim School District, Clallam County, Washington, in the full sum of

_____ Dollars (\$ _____) lawful money of the United States of America for the payment of which sum of money, well and truly to be made, said Principal and Surety bind themselves and each and every of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the above-named Principal has submitted a bid for the **Fire Alarm Replacement at Helen Haller Elementary School** in accordance with instructions in notice to contractors, prepared by Sequim School District, and are desirous of accompanying said bid with a proposal bond in the penalty of five (5) percent of said bid in lieu of certified check.

NOW THEREFORE, if said Principal, upon receipt of written notice of the acceptance of such bid, shall within ten (10) days enter into a written contract with Sequim School District upon the form of contract of said Sequim School District for the completion of such contract in accordance with the terms and conditions of said bid, and provide payment and performance bonds with good and sufficient sureties for the faithful and proper fulfillment of such contract, and provide all insurances as required by the contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20____.

Principal: _____ **Surety:** _____

Signature of Representative

Signature of Representative

Printed Name

Printed Name

Title

Title

Address

Address

Telephone No.

Telephone No.

Witness

Witness

- END OF ATTACHMENT 4 -

DOCUMENT 004100.05 - NON-COLLUSION AFFIDAVIT
(Attachment 5 to Bid Form)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says: that he/she is _____ (a partner or officer, etc.) of the party making the foregoing bid; that he/she certifies that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other bidder, or to fix any overhead, profit, or cost element of said price, or that of any other bidder, or to secure any advantage against the Sequim School District or any person interested in the proposed contract; and that all statements in said bid are true.

(Signature of Affiant)

(Printed Name)

(Title)

(Company)

Subscribed and sworn to before me this _____ day of _____, 20____.

(Signature of Notary)

(Print or stamp name of Notary)

(Title of office)

My commission expires: _____

DOCUMENT 004100.06 – CERTIFICATION OF NON-SEGREGATED FACILITIES
(Attachment 6 to Bid Form)

BID IS FOR THE PROJECT REFERENCED:

Project Name:	Fire Alarm Replacement at Helen Haller Elementary School
Project No.	2024-02-1007
Project Location:	350 W Fir St, Sequim, WA 98382
Engineer:	Design West Engineering

By submitting its Bid, the undersigned Bidder hereby certifies as follows:

- (a) Segregated facilities, as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(Signature on next page)

(Signature)

(Printed Name)

(Title)

(Company)

- END OF ATTACHMENT 6 -

DOCUMENT 004100 - CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
(Attachment 7 to Bid Form)

BID IS FOR THE PROJECT REFERENCED:

Project Name:	Fire Alarm Replacement at Helen Haller Elementary School
Project No.	2024-02-1007
Project Location:	350 W Fir St, Sequim, WA 98382
Engineer:	Design West Engineering

The Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of December 15th, 2023, the Bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State or country

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of incorporation, or if not a corporation, state where business entity formed: _____

If a co-partnership, give firm name under which business is transacted: _____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

- END OF ATTACHMENT 7 -

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Prime Contract: _____.
- C. Project Name: Fire Alarm Replacement at Helen Haller Elementary School
- D. Project Location: 350 W Fir St, Sequim, WA 98382
- E. Owner: Sequim School District No. 323.
- F. Engineer: Design West Engineering
- G. Construction Manager: Wenaha Group, Yue Chen, Project Manager.

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - 1. Used the Bid Form provided in the Project Manual.
 - 2. Prepared the Bid Form as required by the Instructions to Bidders.
 - 3. Indicated on the Bid Form the Addenda received.
 - 4. Attached to the Bid Form: Bid Price Form (Attachment 1)
 - 5. Attached to the Bid Form: Bid Alternates Form (Attachment 2)
 - 6. Attached to the Bid Form: Insurance Binder (Attachment 3)
 - 7. Attached to the Bid Form: Bid Security (Attachment 4)
 - 8. Attached to the Bid Form: Non-Collusion Affidavit (Attachment 5)
 - 9. Attached to the Bid Form: Statement of Non-Segregated Facilities (Attachment 6)
 - 10. Attached to the Bid Form: Certification of Compliance with Wage Payment Statutes (Attachment 7)
 - 11. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
 - 12. Verified that the Bidder can provide executed Performance Bond and separate Payment

Bond as required by the Bidding Documents.

13. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.
14. Verified that Bidder signed the Bid Form.
15. Verified that the Bid Bond has the notarized signatures of both the Bidder and the Surety.

- END OF DOCUMENT 004393 -

DOCUMENT 00 43 95 - BIDDER QUALIFICATION STATEMENT

1. Introduction

1.1. Pursuant to section 1.06 of the Instructions to Bidders, the Sequim School District is requesting the following information. Failure to provide any of the following information in a timely manner may constitute an event of breach permitting forfeiture of the bid security. *Please attach additional pages where necessary.*

1.2. This Bidder Qualification Statement is submitted with respect to the following project:

Fire Alarm Replacement at Helen Haller Elementary School

2. General Information

2.1. Name of Bidder: _____

2.2. Address of Bidder: _____

2.3. Telephone No. of Bidder: _____

3. Bidder's Forces, Use of Subcontractors, and Suppliers

3.1. What portions of the work included in the proposed contract will be performed by the Bidder's own forces?

3.2. What portions of the work included in the proposed contract will be performed by Subcontractors?

3.3. Attach or list the names of the persons or entities (including a designation of the work to be performed with the Bidder's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work.

3.4. List the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work.

4. Bid Breakdown

4.1. Attach an itemized breakdown of the Bid, including labor tasks, labor costs, materials, material costs, and delivery charges.

5. Work History

5.1. Attach or list the following information on similar projects that your organization has completed in the past three (3) years: name and type of project, owner (include name and telephone number of the contact person), contract amount, expected date of completion, and date of completion.

5.2. Describe your organization's experience with remodeling of and/or additions to K-12 school buildings.

5.3. Attach or list the following information on all projects that your organization now has in progress: name and type of project, owner, architect/engineer (include name and telephone number of contact person), contract amount, and scheduled date of completion.

5.4. Has your organization ever defaulted on or otherwise failed to complete any work under contract? If so, describe each such circumstance:

- 5.5. Has any officer, partner, or principal of your organization ever been an officer, partner, or principal of another organization that defaulted on or otherwise failed to complete any work under contract? If so, describe each such circumstance:

- 5.6. Provide the construction experience (length, project type, scope, complexity) of the Project Manager and Superintendent that would be assigned to perform the Work under this proposed contract.

6. Additional Letters and Forms

- 6.1. Attach a letter or form from the Bidder's insurance company stating that the insurance required by the Bidding Documents (see the General Conditions) will become effective upon execution of the proposed Contract.
- 6.2. Attach a letter or form from the Bidder's surety stating that the Payment Bond and Performance Bond will become effective upon execution of the proposed Contract.
- 6.3. [If applicable, see Owner for questions:] Attach a completed copy of page 2 of the Office of Superintendent of Public Instruction (OSPI) Form D-9. The applicable form may be found at: [Form D-9 \(www.k12.wa.us\)](http://www.k12.wa.us).

- END OF SECTION -

DOCUMENT 005100 - NOTICE OF INTENT TO AWARD

1.1 BID INFORMATION

- A. Bidder: **<Insert successful bidder name>**.
- B. Bidder's Address: **<Insert street address, city, state, zip, and telephone>**.
- C. Project Name: Fire Alarm Replacement at Helen Haller Elementary School
- D. Project Location: 350 W Fir St, Sequim, WA 98382.
- E. Owner: Sequim School District No. 323.
- F. Engineer: Design West Engineering

1.2 NOTICE OF INTENT TO AWARD CONTRACT

- A. Notice: The above Bidder is hereby notified that its bid, dated **<Insert date>**, for the above Contract has been considered and the Bidder is hereby awarded a contract for **<Insert brief description of Work or sections of Work awarded>**.
- B. Alternates Accepted: The following alternates have been accepted by Owner and have been incorporated in the Contract Sum:
 - 1. Alternate No. 1: **<Insert alternate title>**.
 - 2. Alternate No. 2: **<Insert alternate title>**.
- C. Contract Sum: The Contract Sum is **<Insert written amount>** dollars (**\$<Insert numeric amount>**).

1.3 EXECUTION OF CONTRACT

- A. Contract Documents: Copies of the Contract Documents will be made available to the Bidder immediately. The Bidder must comply with the following conditions precedent within ten (10) days of the above date of issuance of the Notice:
 - 1. Deliver to Owner three (3) sets of fully executed copies of the Contract Documents.

- B. Delivery of Bonds and Certificates of Insurance: Within seven (7) days after Bidder's execution of the Contract, and prior to commencing operations at the site, the Bidder must deliver the executed Payment Bond, Performance Bond, and Certificates of Insurance required by the Contract Documents to the Owner per the Instructions to Bidders.
- C. Compliance: Failure to comply with conditions of this Notice within the time specified will entitle Owner to consider the Bidder in default, annul this Notice, and declare the Bidder's Bid security forfeited.
- D. Execution by Owner: Within thirty (30) days after the Bidder complies with the conditions of this Notice, Owner will return to the Bidder one fully executed copy of the Contract Documents.

1.4 NOTIFICATION

A. This Notice is issued by:

- 1. Sequim School District No. 323
- 2. Date: _____
- 3. Authorized Signature: _____
- 4. Name of Signatory: _____
- 5. Title of Signatory: _____

- END OF DOCUMENT 005100 -

DOCUMENT 006000 - PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
1. The Public Works Contract as specified in Document 007200.01.
 2. The General Conditions as specified in Document 007200.02.
 3. The Supplementary Conditions for the Project, if any, are as separately prepared and included in the Project Manual.

1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms may be specified in Division 01 General Requirements Sections.
- B. Copies of AIA standard forms may be obtained from the following:
1. The American Institute of Architects:
www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.
- C. Preconstruction Forms:
1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
 2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
 2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
 3. Change Order Form: AIA Document G701, "Change Order."
 4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
 5. Form of Change Directive: AIA Document G714, "Construction Change Directive."

- E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

- END OF DOCUMENT 006000 -

DOCUMENT 007200.01 – PUBLIC WORKS CONTRACT

**SEQUIM SCHOOL DISTRICT NO. 323
CONTRACT FOR FIRE ALARM REPLACEMENT AT HHE**

Project Name: Fire Alarm Replacement at Helen Haller Elementary School

Project Number: 2024-02-1007

Project Description: Helen Haller Elementary School, located at 350 W Fir Street in Sequim, WA. The existing Fire Alarm control panels are Simplex Grinnell and are at maximum capacity. Under this project, the intent is to install a full school replacement fire alarm. The portable classrooms and main building fire alarm systems are to be included as a singular new system. There are raceways between the buildings at the school that are buried underground but may not be usable. The raceways between the portables and the main campus are new.

Project Location: 350 W Fir St, Sequim, WA 98382

THIS CONTRACT FOR BUILDING ENGINEERING SYSTEMS (“Contract”) is made and entered into by and between the Sequim School District No. 323, a Washington quasi-municipal corporation (“Owner”), and **NAME**, a [REDACTED] (“Contractor”), pursuant to RCW 39.04.290. Contractor and Owner may hereinafter be referred to as “Parties.”

- A. Effective Date: This Contract will be effective on the last date set forth on the signature page (“Effective Date”).
- B. Contract Work: This Contract will be the agreed basis of performing the design, fabrication, installation, and construction of building engineering systems identified and defined in the Contract Documents. The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the design and construction Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.
- C. Enumeration of Contract Documents: The Contract Documents are as defined in the General Conditions, in addition to the following:

Owner-Provided Specifications dated:

Addendum No.	Dated:	Addendum No.	Dated:
Addendum No.	Dated:	Addendum No.	Dated:

- D. Time for Completion: The Work to be performed under this Contract will commence as soon as the Contractor has been officially notified to proceed and will be substantially complete by August 31, 2024.

- E. Liquidated Damages: The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$250 for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.
- F. Apprenticeship Utilization: The Contractor acknowledges that apprenticeship utilization goals should be met, and that the Owner has determined monetary incentives for meeting the goals, and monetary penalties for not meeting the goals. The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$TBD as a monetary penalty for not meeting the apprenticeship utilization goals. The Contractor further agrees, that in addition to the compensation otherwise to be paid, the Owner will pay by issuance of a Change Order \$TBD as an incentive for meeting the apprenticeship utilization goals.
- G. Contract Award Amount: Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:
- Base Bid or Proposal:
- CONTRACT AWARD AMOUNT:
- Portion of the Contract Award Amount allocated for Design Phase professional design services:
- H. Project Representatives: The parties designated the following persons to administer this Contract and receive notices pursuant to the Contract Documents.
1. The Owner's designated representative is as follows: Wenaha Group, Yue Chen, Project Manager, Wenaha.Y.Chen@sequimschools.org.
 2. The Contractor's designated representative is as follows: **NAME, TITLE, ADDRESS, EMAIL.**
- I. Governing Law: This Contract will be construed and governed by the laws and statutes of the State of Washington

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:
Sequim School District No. 323

CONTRACTOR:
INSERT

By: _____ By: _____
Signature Date Signature Date

Name: _____ Name: _____

Title: _____ Title: _____

Washington Contractor's Registration No.: _____

Contractor's Federal Tax ID No.: _____

PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

- A. “Application for Payment” means a written request submitted by Contractor to the Owner (or A/E, if applicable) for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. “Architect,” “Engineer,” or “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority, if applicable to the Project. Owner may choose not to contract with an A/E for certain projects, in which event all references to the A/E shall be construed to reference the Owner.
- C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.
- F. “Contract Documents” means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings, and Specifications, and all addenda and modifications thereof.
- G. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. “Day” means a calendar day, unless otherwise specified.
- K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09A.
- N. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment

in the Contract Time, as more fully set forth in Section 3.05A.

- O. “Notice” means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- P. “Notice to Proceed” means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. “Owner” means the Sequim School District or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. “Person” means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. “Prior Occupancy” means Owner’s use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08A.
- T. “Progress Schedule” means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- U. “Project” means the total construction of which the Work performed in accordance with the Contract Documents, which may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. “Project Record” means the separate set of Drawings and Specifications as further set forth in Section 4.02A.
- W. “Schedule of Values” means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- X. “Specifications” are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.
- Y. “Subcontract” means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. “Subcontractor” means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. “Substantial Completion” means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. “Work” means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the

documents precedence in the following order:

- A. Signed Public Works Contract, including any Change Orders.
- B. Supplemental Conditions.
- C. General Conditions.
- D. Specifications.
- E. Drawings. In case of conflict within the Drawings, large-scale drawings shall take precedence over small-scale drawings.
- F. Signed and Completed Bid Form.
- G. Instructions to Bidders.
- H. Advertisement for Bids.

1.03 **EXECUTION AND INTENT**

Contractor makes the following representations to Owner:

- A. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
- B. Contractor familiar with Project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality, and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- C. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- D. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 **CONTRACTOR'S LIABILITY INSURANCE**

- A. Prior to commencement of the Work, the Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner or the specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. The Contractor shall include in its bid the cost of all insurance and bonds required to complete the Base Bid Work and accepted alternates.

B. The Contractor shall purchase and maintain in full force and effect the following insurance coverage without interruption from the date of commencement of the Work through the date of Final Acceptance and termination of any coverage required to be maintained after final payment, including, but not limited to, during the performance of any corrective Work required by Section 5.16. Completed Operations coverage shall remain in force for three (3) years after Final Acceptance. All coverages shall be written on an occurrence basis, reasonably acceptable to the Owner, and written for at least the minimum limits specified in this Section 2.01 or required by law, whichever coverage is greater.

1. Commercial General Liability (CGL):

a. The Contractor shall procure an occurrence-based Commercial General Liability (CGL) insurance policy, written on an ISO-based occurrence form or its equivalent. Such insurance shall provide coverage for personal injury, bodily injury, and property damage liability arising from the Contractor's operations in connection with the Work, whether such operations are by the Contractor or Subcontractors and suppliers of any tier; owned, non-owned, and hired vehicles; work the Contractor may subcontract or sublet to others; and the indemnity provisions of this Contract. Without limiting the foregoing, such insurance shall protect the Contractor and additional insureds required by this Section 2.01 from claims set forth below that may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor or the additional insureds may be legally liable, whether such operations are by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation (industrial insurance), disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed in the form of Stop Gap Liability Insurance (Employer's Contingent Liability Insurance);
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- (4) Claims for damages insured by usual personal injury liability coverage;
- (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) Claims for bodily injury or property damage arising out of completed operations;
- (7) Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 5.22 ("Indemnification"); and
- (8) Claims for bodily injury and property damage resulting from mold and fungus.

- b. Without limiting the foregoing, this CGL insurance shall be on a comprehensive basis and include all major divisions of coverage, including, but not limited to:
 - (1) Premises and Operations;
 - (2) Products and Completed Operations;
 - (3) Explosion, Collapse, and Underground (XCU);
 - (4) The Owners and Contractors Protective;
 - (5) Personal and Advertising Injury, with employment exclusion deleted;
 - (6) Blanket contractual, including specific provision for Contractor's obligation under the indemnity provisions of this Contract; and
 - (7) Broad Form Property Damage.
 2. Automobile Liability: Such insurance shall provide coverage for all owned, non-owned, and hired automobiles. It shall cover claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle (including loss of use thereof arising out of operation of automobiles), including Comprehensive Automobile Liability, Bodily Injury, and Property Damage Combined Single Limit.
 3. Umbrella Policy: For projects with a Contract Sum of \$1 million or more, the Contractor shall procure a true umbrella policy that provides excess limits over the primary layer.
 4. Employer's Liability: The Contractor shall provide an employer's liability policy providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed by workers' compensation law.
 5. Workers' Compensation: The Contractor shall provide, and require Subcontractors of any tier to provide, workers' compensation insurance as required by the industrial insurance laws of the State of Washington.
- C. The Contractor's insurance obtained under this Section 2.01 will:
1. Name the Owner, the Owner's consultants, as well as their directors, officers, employees, and agents, as additional insureds under CG 2010 and CG 2037 or their equivalent.
 2. Include a severability of interest (cross-liability clause) in favor of the Owner for Work performed under this Contract.
 3. Be designated and endorsed as primary coverage for both defense and indemnity, and any Owner's policies shall be excess and non-contributory.
 4. Provide a waiver of any rights of subrogation against the Owner.

5. Have per-project general aggregate provisions in accordance with the limits set forth in Section 2.01J, which provisions may be modified in the Special Conditions. The insurance shall be endorsed to have the general aggregate apply to this Project only.
 6. Without limiting the foregoing, the insurance described above shall include coverage for underground collapse and explosion exposures.
- D. Any company writing the insurance to be obtained pursuant to this Section 2.01 shall be authorized to do business in the State of Washington. Insurance carriers providing insurance in accordance with the Contract Documents must be acceptable to Owner and shall possess an A.B. Best's policyholder's rating of "A" or better and a financial rating of no less than "VIII."
 - E. Losses up to the deductible amount of any insurance under this part shall be the responsibility of the Contractor.
 - F. The Contract Sum includes an amount to pay the premium for insurance required under the Contract Documents and to name the Owner and others listed in the Contract Documents as additional insureds on all insurance policies required by Section 2.01.
 - G. There shall be no self-insured retention without the prior written approval of the Owner.
 - H. If the Owner is damaged by the failure of the Contractor to maintain any of the insurance in this Section 2.01 or to so notify the Owner, the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.
 - I. The Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
 - J. Coverage Limits: The minimum coverage limits for Contractor's liability insurance shall be as follows:
 1. Commercial General Liability (CGL):
 - a. At least \$3,000,000 General Aggregate Limit (Other than Products-Completed Operations).
 - b. At least \$1,000,000 Each Occurrence Limit.
 - c. At least \$1,000,000 Products-Completed Operations Aggregate Limit.
 - d. At least \$1,000,000 Personal Injury and Advertising Liability Limit, each occurrence.
 2. Automobile Liability: At least \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, each accident or loss.
 3. Umbrella Policy: Where applicable, the umbrella policy will have excess limits over the primary layer in an amount not less than \$2,000,000.
 4. Employer's Liability: At least \$1,000,000 each occurrence limit.

5. Workers' Compensation: The Contractor shall provide workers' compensation insurance in the amounts required by the industrial insurance laws of the State of Washington. For any employees not subject to the Washington State workers' compensation statute, the Contractor shall provide, and cause each Subcontractor to provide workers' compensation insurance with a private company in an amount equivalent to that provided by the workers' compensation statute, but no less than a \$1,000,000 limit of liability for the protection of its employees not otherwise protected. Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) shall be at least \$1,000,000 Each Occurrence.

K. Proof of Insurance:

1. Prior to commencement of the Work, any presence on the site, or exposure to loss can occur, and in any event within seven (7) Days after the Owner has issued its Notice to Proceed, the Contractor shall furnish the Owner with the following:
 - a. Two (2) copies of Certificates of Insurance evidencing all insurance required by the Contract Documents;
 - b. A written statement of the actual costs (expressed as a percentage) of the Contractors' liability insurance under 2.01;
 - c. Endorsements for additional insureds as listed in Section 2.01C.1;
 - d. Two (2) copies of Department of Labor & Industries statements for state workers' compensation coverage.
2. All insurance policies and certificates must be signed copies. Edition dates of endorsements on policies obtained under this Section 2.01 shall be consistent.
3. All policies shall include the premium percentage to be paid by the Contractor for increases in the Contract Sum.
4. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage or limits.
5. Policies or certificates obtained under this part shall verify that the policy contains coverage for blanket contractual liability, including both oral and written contracts, and acknowledge the indemnification provisions and liability coverages called for by this Contract.
6. Upon written request, the Contractor shall provide a copy of its policies obtained under this part to the Owner within five (5) business days.
7. All insurance certificates obtained pursuant to this part will:
 - a. Name Owner's Project number and Project title.
 - b. State the insurance carrier's A.B. Best rating.
 - c. Evidence full compliance with the requirements of Section 2.01.

- d. Specifically require written notice by certified mail must be provided to the Owner at least forty-five (45) Days before the policies expire, are cancelled, or are reduced; the limits are decreased; or the additional insureds removed, except that thirty (30) Days' notice shall be required for surplus line insurance.
8. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.
9. The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate limit. Also, the Subcontractors shall name the Contractor and the Owner and cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.
10. The Owner may withhold payment pending receipt of all certificates of insurance meeting the requirements of Section 2.01K. Failure to withhold payment shall not constitute a waiver of any provision of the Contract.

2.02 PAYMENT AND PERFORMANCE BONDS

- A. In accordance with Chapter 39.08 RCW ("Contractor's Bond"), the Contractor will furnish to the Owner bonds, with a surety company admitted and licensed in the State of Washington and acceptable to the Owner, conditioned that the Contractor will: (1) faithfully perform all provisions of this Contract (the "Performance Bond"); and (2) pay all laborers, mechanics, Subcontractors, and materialmen, and all persons who supply such person, persons, or Subcontractors, with provisions and supplies for carrying out the Project and pay the taxes, increases, and penalties incurred on the Project under state law (the "Payment Bond"). Each of the Performance Bond and Payment Bond will be in the full amount of the Contract Sum. Such surety company will possess an A.M. Best rating of "A" or better and a financial rating of no less than "IX."
- B. Bond forms must be deemed acceptable and approved by Owner. Owner shall deem acceptable and approve payment and performance bonds that use the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Separate bonds for payment and performance must be provided to Owner. Provision of payment and performance bonds by Contractor to Owner is a condition precedent to performance by Owner.
- C. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by ten (10) percent or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by ten (10) percent or more.

- D. No payment or performance bonds are required if the Contract Sum is \$150,000 or less and Owner and Contractor agree that Owner may, in lieu of the bond, retain 10 percent of the Contract Sum for the period allowed by RCW 39.08.010.
- E. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by this Contract must also have an A.M. Best rating of "A" or better and financial rating of not less than "IX."
- F. Within seven (7) days of the issuance of Owner's Notice of Intent to Award the Contract, the Contractor will deliver evidence of its bondability to the Owner. Within seven (7) days after its execution of the Contract, the Contractor will deliver copies of the bonds to the Owner.
- G. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF THE REQUESTED EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE CONTRACTOR WILL NOT PROCEED WITH THE WORK UNTIL SUCH SURETY BOND IS RECEIVED. Evidence of bondability shall include the percentage to be paid by the Contractor for increases in the Contract Sum.
- H. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor will promptly furnish a copy of the bond(s) or will authorize a copy to be furnished.
- I. Additional Bond Security: The Contractor will promptly furnish additional security required to protect Owner and persons supplying labor or materials required by this Contract if: (1) Owner has a reasonable objection to the surety; or (2) any surety fails to furnish reports on its financial condition if required by Owner.
- J. Potential Subcontractors' Payment and Performance Bonds: Within ten (10) days after the issuance of the Notice to Proceed, any Subcontractors so required in the Bidding or Contract Documents or Special Conditions shall deliver evidence of their payment and performance bondability to the Owner through the Contractor. The evidence shall include a letter from the bonding company that includes the price of payment and performance bonds to be issued during the thirty (30) day period after the Notice to Proceed. The surety company must be acceptable to the Owner and admitted and licensed in the State of Washington, with an A.M. Best rating of "A" or better and a financial rating of no less than "VIII." The bonds shall be in an amount equal to the full contract sum of the Subcontract between the Subcontractor and the Contractor but shall not include sales tax. The bonds shall be conditioned that the Subcontractor shall faithfully perform all the provisions of its subcontract, payment of all obligations arising thereunder, and for one year's maintenance for correction of defective work. If the Owner elects to require payment and performance bonds from one or more of the Subcontractors, it will so notify the Contractor in writing within fourteen (14) days of receipt of the evidence of bondability from the respective Subcontractor, in which case the Contract Sum shall be increased by a Change Order in the amount specified in the letter, unless otherwise agreed by the parties. The Owner shall not be responsible for the costs of any Subcontractor bonds it requires until the Owner receives a copy of the bond. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT OR MAY REQUIRE A CHANGE OF SUBCONTRACTOR AT NO INCREASE IN THE CONTRACT SUM OR CONTRACT TIME IF THIS EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a

copy of the bonds or shall permit a copy to be made. The Subcontractors responsible to the Contractor for the work listed in the Instructions to Bidders must comply with this paragraph to the extent directed by the Owner.

- K. If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Section 2.02 or elsewhere in the Contract Documents or to so notify the Owner, then the Contractor will bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment will not constitute a waiver.

2.03 ALTERNATIVE SURETY

- A. When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:
1. Owner has a reasonable objection to the surety; or
 2. Any surety fails to furnish reports on its financial condition if required by Owner.

2.04 BUILDER'S RISK

- A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum, including all Change Orders for the Work, on a replacement-cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, and debris removal (including demolition occasioned by enforcement of any applicable legal requirements), and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described herein, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

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

3.02 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work and the dates on which Contractor plans to start and finish major portions of the Work, including dates for Shop Drawings and other submittals, and for acquiring materials and equipment.
- B. Form of Progress Schedule: The Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination

provisions of Part 9.

- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

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

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 - 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available. The pandemic of the disease COVID-19 and the consequences thereof do not constitute a Force Majeure Event.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to

an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.

- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

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

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

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

deducted from periodic payments to the Contractor.

3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

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

C. Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, without limitation:

1. Damages incurred by Owner for rental expenses, for income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. Damages incurred by the Contractor for principal and home office overhead and expenses including, without limitation, the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for interest or financing costs, and for loss of profit, except as explicitly allowed under the Contract Documents.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the Owner (and A/E, if applicable) in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop

Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.

- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner (and A/E, if applicable).

4.02 PROJECT RECORD

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities, and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."
- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record before Final Acceptance: Contractor shall submit the completed and finalized Project Record to the Owner (and A/E, if applicable) prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to the Owner (or A/E, if applicable) by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e., form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to the Owner (or A/E, if applicable) without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such

sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for the Owner (or A/E, if applicable) to review. The Owner (or A/E, if applicable) will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E, if applicable, or Owner has approved or taken other appropriate action. The A/E and/or Owner, as applicable, shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

- C. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If the Owner (or A/E, if applicable) approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Contractor to submit copies of Shop Drawings: Contractor shall submit to A/E and Owner for approval five (5) copies of all Shop Drawings. Unless otherwise indicated, three (3) sets of all Shop Drawings shall be retained by A/E, if applicable, or the Owner and two (2) sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

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

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

- A. A/E, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E, if any, are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, if any, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.

- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, if any, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner (and A/E, if applicable). Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E, if any, appropriate to and for use in the execution of their Work.
- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusivelicense to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor responsible for means and methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Compliance with laws: The Contractor shall abide by the provisions of all applicable Washington statutes and regulations and all those provisions of the county and city municipal codes that apply in the jurisdiction where the Project is located. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.
- C. WSSP compliance: The Parties acknowledge and agree that to the extent this Project receives Washington State funds for school construction, design and construction of the Project must meet at least the Washington Sustainable Schools Protocol (WSSP) requirements in accordance with Chapter 39.35D RCW. The Contractor will provide all

services, including, but not limited to, labor and materials, required to construct the Project such that it fully meets all WSSP requirements in effect at the time the Project, or any portion thereof, is completed. The Contractor will fully participate in any and all activities required by state law or regulations or the WSSP to achieve WSSP compliance and approval, including, but not limited to, providing all applications, documentation, and reports (annual or otherwise) requested by Owner or mandated by the WSSP. The Contractor will manage environmental issues and implement and document the Project's WSSP requirements, including but not limited to: monitoring the submittal process to ensure WSSP compliance, training Subcontractors in WSSP requirements, reviewing design changes during construction for WSSP impacts and informing the Owner of said impacts, ensuring installed products are WSSP compliant, and assembling, maintaining, and submitting all records to document WSSP compliance, including but not limited to annual reports.

- D. Competent superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- E. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- F. Unemployment Compensation: Pursuant to Chapter 50.24 RCW ("Contributions by Employers") in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the Commissioner of the ESD.
- G. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work, including observance of badging, drug testing, and all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel at Owner's property and at the Project site.
 - 1. Copies of the Owner's policies and procedures applicable to the Project are available at https://www.sequimschools.org/School_Board/policies-_procedures.
 - 2. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
 - 3. No employees of either Contractor or any of its Subcontractors of any tier shall harass, intimidate, have physical contact with, or engage in other verbal or physical conduct or communication of a sexual, intimidating, or harassing nature with students, parents, volunteers, or Owner's directors, officers, or employees, nor create an intimidating, hostile, or offensive environment.
 - 4. Without limiting the foregoing, Contractor shall remove from the Work and Project site any employee, agent, or other person who has violated Owner's policies and/or procedures or otherwise engaged in actions that Owner reasonably considers objectionable without change in the Contract Sum or Contract Time.

5. Contractor shall also ensure by appropriate provisions in each subcontract agreement that Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has violated District policies/procedures or engaged in such action without change in the Contract Sum or Contract Time.
- G. Drug-Free Workplace: The Contractor and all Subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding maintaining a drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.
- H. Tobacco-Free Environment: Pursuant to RCW 28A.210.310, smoking or use of any kind of lighted pipe, cigar, cigarette, vaping device, or any other lighted smoking equipment, tobacco material, or smokeless tobacco product is prohibited on all District property.
- I. Weapons-Free Environment: The Contractor and its employees, agents, and Subcontractors of any tier shall not bring onto the Project site or onto any Owner property any firearm or any other type of weapon described in either RCW 9.41.280(1) or RCW 9.41.250. Any person violating this Section shall immediately be removed from the Work, and such a violation shall be grounds for termination of this Contract for cause at the Owner's discretion.
- J. Background checks: All employees of Contractor and Subcontractors of any tier who may have unsupervised access to students shall undergo a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation, before working at the Project site. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. Contractor will provide the results of the record check to the subject of the records and to Owner. Contractor will pay all costs of the requirements set forth in this provision. When necessary, applicants may be employed on a conditional basis pending completion of the background check. In addition, any agreements between the Contractor and Subcontractors of any tier who will perform services for Owner will include this provision requiring the Subcontractor to comply with RCW 28A.400.303.
- K. Crimes Against Children: The Contractor will prohibit any employee of the Contractor from working at the Project site who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322, as now or hereafter amended. Any failure to comply with this Section 5.01K will be grounds for the Owner to immediately terminate the Contract. In addition, any agreements between the Contractor and Subcontractors of any tier who will perform services for the Owner will include this provision requiring the Subcontractor to prohibit any employee of said Subcontractor from working at a public school or the Project site who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322.
- L. Contractor to keep Project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- M. Work during off hours: When work is to be performed during other than normal working hours or on Sequim School District holidays, Contractor shall give Owner prior notice. Any construction activity between the hours of 10:00 p.m. to 6:00 a.m. is subject to approval of

Owner.

- N. Without limiting Section 9.01, failure to comply with these requirements in Section 5.01 is grounds for immediate termination of the Contract for cause.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

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

5.04 PREVAILING WAGES

- A. Contractor to Pay Prevailing Wages: Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with Chapter 39.12 RCW and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and Subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every Subcontractor, of any tier, that performed work on the Project.

- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with Pay Application; Post Statements of Intent at Jobsite: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to Pay for Statements of Intent and Affidavits: In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any Subcontractor shall submit a certified copy of payroll records if requested.

5.05 HOURS OF LABOR

- A. Overtime: Contractor shall comply with all applicable provisions of Chapter 49.28 RCW, which are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half (1.5) times the rate allowed for this same amount of time during eight (8) hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, Chapter 49.28 RCW permits the Contractor or a Subcontractor subject to those provisions to enter into an agreement with its employees in which the employees work up to ten (10) hours in a calendar day. No such agreement may provide that the employees work ten (10) hour days for more than four (4) calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of Chapter 49.28 RCW shall not apply to the hours, up to forty (40) hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:

1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in Chapter 49.60 RCW.
 2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
 3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and Chapter 49.60 RCW.
 4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
 5. Passthrough provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.
- C. Provisions for Aged and Handicapped Persons: The Contractor shall comply with applicable statutory provisions relating to public works of Chapter 70.92 RCW ("Provisions in Buildings for Aged and Handicapped Persons") and the federal Americans with Disabilities Act (ADA) and federal implementing regulations.

5.07 SAFETY PRECAUTIONS

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The Contractor shall comply with pertinent provisions of Chapter 49.17 RCW ("Washington Industrial Safety and Health Act") and Chapter 296-155 WAC ("Safety Standards for Construction Work").
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right

of access to all records of exposure.

D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

1. Information. At a minimum, Contractor shall inform persons working on the Project site of:

- a. WAC: The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
- b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
- c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.

2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

- a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
- b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
- c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
- d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.

E. Hazardous, toxic, or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:

1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.

2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall

promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life, the Work, or adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner (or A/E if applicable) with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- I. In order to receive a Notice to Proceed, the Contractor must submit the following to Owner:
 - 1. A copy of its company Safety Program. The Safety Program shall contain, at a minimum, the following:
 - a. Organization, including names of individuals who will perform safety duties, titles, work assignments, authority and reporting relationships.
 - b. Training Program. Who, how and when training is provided; method of employee training concerning safety rules and procedures; training in use of protective equipment.
 - c. Protective Equipment. List of personal protective equipment to be provided to employees.
 - d. Accident Prevention and Loss Control Plan. Work site inspection and hazard correction procedures; disciplinary procedures for safety infractions; accident response, investigation and reporting procedures.
 - e. Regular Safety Meetings. On-site weekly or other frequency as appropriate, safety meetings mandatory for all employees.
- J. Prior to commencing any Work onsite, Contractor shall submit an appropriate site specific safety plan for Owner's acceptance. The plan must be tailored to the needs of the particular project and to the types of hazards involved, and be in compliance with WISHA requirements. Contractor shall not begin any on-site Work until the site-specific safety plan has been accepted by Owner.
- K. COVID-19 Safety Compliance: Contractor shall comply with Owner's COVID-19 safety and mitigation protocols, as they may be revised from time to time and ensure that its owner(s)

and employees, and those of its Subcontractors, comply with such mitigation protocols. Contractor shall also comply with and ensure its owner(s) and employees, and those of its Subcontractors, comply with Proclamation 21-14.1 *et seq.*

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

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

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than seven (7) Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.
- C. Mold: If Contractor encounters mold in the course of its work, it shall notify Owner to evaluate what action might be necessary. Contractor shall ensure that all building materials used during the work are dry prior to incorporation into the Work. If Contractor encounters water intrusion from any source it shall take immediate steps to ensure that any effected material is dry according to generally accepted industry standards

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

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

5.12 LAYOUT OF WORK

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

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the

purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by tradename, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Owner (or A/E if applicable), is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be free of asbestos.

- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 **AVAILABILITY AND USE OF UTILITY SERVICES**

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

5.15 **TESTS AND INSPECTIONS**

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole

benefit of Owner and do not:

1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material, and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or

within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by the Owner to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 **CLEAN UP**

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

5.18 **ACCESS TO WORK**

Owner and A/E access to Work site: Contractor shall provide Owner (and A/E if applicable) access to the Work in progress wherever located.

5.19 **OTHER CONTRACTS**

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

5.20 **SUBCONTRACTORS AND SUPPLIERS**

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first-tier subcontracts and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all Subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first-tier Subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of Subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the Subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
 5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
- B. Provide names of Subcontractors and use qualified firms: Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any

substitutions or additions.

- C. Subcontracts in writing and passthrough provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
 - 1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 - 2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 - 3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 - 1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 - 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 - 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 - 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any

subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.

- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 **INDEMNIFICATION**

- A. To the fullest extent permitted by law and subject to the conditions of this Section 5.22, the Contractor shall defend, indemnify, and hold harmless the Owner, its directors, officers, employees, consultants, project manager, students, and volunteers, the A/E, the A/E's consultants, agents and employees of any of them, and the successors and assigns of any of them ("Indemnified Parties") from and against all claims, damages, losses, and expenses, direct and indirect, or consequential, including but not limited to costs, design professional and consultant fees, and attorneys' fees incurred on such claims and in proving the right to indemnification ("Claims"), arising out of or resulting from performance of the Work, provided that such Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor of any tier, their agents, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnitor"), regardless of whether or not such Claim is caused in part by a party indemnified hereunder.
1. The Contractor shall fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor.
 2. If such claims are caused by or are resulting from the sole negligence of the Indemnified Parties or their agents or employees, then the Contractor shall have no duty to defend, indemnify, and hold harmless the Indemnified Parties.
 3. If such claims are caused by or are resulting from the concurrent negligence of (a) the Indemnified Parties or the Indemnified Parties' agents or employees, and (b) the Contractor or the Contractor's agents or employees, then the Contractor shall be obligated to defend, indemnify, and hold harmless the Indemnified Parties only to the extent of the Indemnitor's negligence.
- B. The Contractor agrees to being added by the Owner as a party to any arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier shall, in their subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.
- C. To the extent any portion of this 5.22 is stricken by a court of competent jurisdiction for any reason, all remaining provisions shall retain their vitality and effect.
- D. The obligations of the Contractor under this Section 5.22 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person described in this Section 5.22. To the extent the wording of this Section 5.22 would reduce or eliminate an available insurance coverage of the Contractor or the Owner, this Section 5.22 shall be considered modified to the extent that such insurance coverage is not affected.
- E. In claims against any person or entity indemnified under this Section 5.22 by an employee of

the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.22 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner and its consultants only under Title 51 RCW ("Industrial Insurance)." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

- F. Contractor will immediately report to the Owner any failure by the Contractor, a Subcontractor of any tier, or any third party observed by the Contractor to comply with applicable laws, regulations, or ordinances while performing the Work or upon the Project, including, but not limited to, those related to environmental compliance, spills, unauthorized fill in waters of the State (including wetlands), water quality standards, noise, and air quality.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

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

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the

Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:

1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with Chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain five (5) percent of the amount of each progress payment until forty-five (45) Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with Chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may authorize in writing Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress

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

- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in Chapter 39.76 RCW.

6.05 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with Chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

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

6.07 SUBSTANTIAL COMPLETION

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

6.08 PRIOR OCCUPANCY

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

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall Final Completion constitute Final Acceptance, which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor’s failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every actor omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES

7.01 CHANGE IN THE WORK

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor’s surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.

- B. Owner may request COP from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within fourteen (14) Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. COP negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within thirty (30) Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

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

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

7.02 **CHANGE IN THE CONTRACT SUM**

A. **General Application**

1. **Contract Sum changes only by Change Order:** The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
2. **Owner fault or negligence as basis for change in Contract Sum:** If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. **Notice and record keeping for equitable adjustment:** A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within seven (7) Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. **Content of notice for equitable adjustment; Failure to comply:** Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than seven (7) Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - c. **Contractor to provide supplemental information:** Within thirty (30) Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with Subsection (a), above, with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested,

itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- e. Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

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

- a. Fixed Price: On the basis of a fixed price as determined in Section 7.02B.
- b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in Section 7.02C.
- c. Time and Materials: On the basis of time and material as determined in Section 7.02D.
- d. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in the paragraph immediately above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

- 1. Breakdown and itemization of details on COP: Contractor's COP, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, Subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
- 2. Use of industry standards in calculating costs: All costs shall be calculated based

upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.

3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. Markups on additive and deductive Work: The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.
5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. Lump sum labor;
 - b. Lump sum material;
 - c. Lump sum equipment usage;
 - d. Overhead and profit as set forth below; and
 - e. Insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. When estimating labor hours for electrical work, such hours shall be no greater than the Labor Units for specific items included in the "Normal" project conditions column of the NECA Manual of Labor Units, most recent edition. When estimating labor hours for mechanical work, such hours shall be no greater than 75% of the Labor Units for specific items included in the MCAA Web-Based Estimating Manual (WebLEM), subject to the assumptions and notes in the WebLEM, except that the Labor Units for "Hangers, Sleeves, & Inserts" shall be no greater than 50% of the WebLEM Labor Units. Special exceptions for electrical and mechanical work may be made for work having to be performed under extraordinary conditions. Such exceptions shall be identified and explained in any applicable pricing proposals and shall be

subject to approval by Owner. The hourly costs shall be based on the following:

- (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed fifteen (15) percent of the cost of direct labor. No supervision markup shall be allowed in a Change Order that contains direct labor costs for a working supervisor's hours (including any category of foreman).
 - (2) Worker's insurance: Direct contributions to the State of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed two (2) of the sum of the amounts calculated in (1), (2), and (3) above.
- b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, including, but not limited to, Contractor's supplier(s)' actual cost(s) available from the standard industry pricing guide "Trade Service." If those are not available, material costs shall be developed second from supplier quotations. If those are not available, material costs shall be developed third from other standard industry pricing guides. Material costs shall include all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.
- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc., that are already in use or planned for use on the Project will not be compensated in Change Order work except for the time that, in the opinion of the Owner, such items: (1) are directly and necessarily used for the performance of the change work; and (2) the cost of using such items has not been included within the Contractor's total project overhead costs. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:

- (1) Associated General Contractors Washington State Department of

Transportation (AGC-WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.

- (2) The National Electrical Contractors Association for equipment used on electrical work. Equipment pricing shall be no greater than seventy-five (75) percent of NECA monthly rates.
- (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC-WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$1,000 or less and are normally furnished by the performing Contractor. The maximum rate for small tools shall not exceed the following:

- (1) For Contractor: three (3) percent of direct labor costs.
- (2) For Subcontractors: five (5) percent of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for change Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this Subsection (f). This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

- (1) Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:
 - (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, sixteen (16) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.

- (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower-tier Subcontractors), for any Work actually performed by its own forces, sixteen (16) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.
- (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s), six (6) percent of the first \$50,000 of the amount due each Subcontractor, and four (4) percent of the remaining amount, if any.
- (d) Subcontractor markup for lower-tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, four (4) percent of the first \$50,000 of the amount due the Sub-Subcontractor, and two (2) percent of the remaining amount, if any.
- (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Sections 7.02B.7.a-e.
- (2) Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
 - (f) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, twelve (12) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.
 - (g) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower-tier Subcontractors), for any Work actually performed by its own forces, twelve (12) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.
 - (h) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), four (4) percent of the first \$50,000 of the amount due each Subcontractor, and two (2) percent of the remaining amount, if any.
 - (i) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, four (4) percent of the first \$50,000 of the amount due the Sub-Subcontractor, and two (2) percent of the remaining amount, if any.
 - (j) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B.7.a-e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in Contract Sum, but not to the cost of change in Contract

Time for which Contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, six (6) percent of the cost developed in accordance with Sections 7.02B.7.a-e.
 - (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a Subcontractor of a lower tier, four (4) percent of the subcontract cost developed in accordance with Section 7.02B.7.a-h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
- (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with Subsections f.-g, above.

C. Change Order Pricing – Unit Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with Section 7.02B and satisfy the following requirements:
 - a. Unit prices must include overhead, profit, bond, and insurance premiums:

Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and

- b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

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

- 1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner’s authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;
 - b. Reimbursement basis: Type of reimbursement, including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
- 2. Contractor responsibilities: Contractor shall:
 - a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within two (2) working days for Owner’s review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner’s cost limit: Not exceed any cost limit(s) without Owner’s prior written approval.
- 3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with Section 7.02B and additional verification supported by:
 - a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

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

acts Contractor is responsible.

1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within seven (7) Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than seven (7) Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 3. Contractor to provide supplemental information: Within thirty (30) Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with Section 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this Section 7.03C unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this Section 7.03D, subject to the following

conditions:

1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner (or A/E, if applicable);
2. Procedures: Contractor shall follow the procedure set forth in Section 7.03B;
3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with Section 7.03C; and
4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B.7.f for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
 - d. Insurance premiums: cost of insurance extended because of the delay;
 - e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed three (3) percent of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within sixty (60) Days from Owner's final offer made in accordance with Section 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. Dates: The date on which facts arose which gave rise to the Claim;

3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner (or A/E, if applicable) knowledgeable about the Claim;
 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
 9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within sixty (60) Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Continuing Contract performance: Pending final resolution of a Claim, and except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and maintain Contractor's Construction Schedule, and the Owner shall continue to make payments in accordance with the Contract Documents.

- G. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 LITIGATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with Section 8.01D, Contractor shall serve and file a lawsuit in an appropriate court within one-hundred and twenty (120) Days of Owner's decision. This requirement cannot be waived except by an explicit waiver signed by Owner. The failure to file a lawsuit within said one-hundred and twenty (120) Day period shall result in Owner's decision rendered in accordance with Section 8.01D being final and binding on Contractor and all of its Subcontractors.
- B. At any time, either before or after a lawsuit has been commenced by Contractor in accordance with Section 8.02A, Owner may require Contractor to participate in further mediation or arbitration, or both, in any forum or format as determined by Owner.
- C. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor (and A/E, if applicable), and Owner (and A/E, if applicable) shall, upon demand by Owner, be submitted in a single forum, or Owner may consolidate such Claims or join any of the above-named parties in the same forum.

8.03 CLAIMS AUDITS

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

12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for three (3) years preceding execution of the Work;
 20. Depreciation records on all company equipment, whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Notice to Terminate for Cause: Owner may, upon seven (7) Days' written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment

for the benefit of its creditors, or a receiver is appointed on account of its insolvency;

3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in Section 9.02B and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work (including compensation for A/E's services, if applicable) and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in Section 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
 - 1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
 - 2. No further orders or Subcontracts: Place no further orders or Subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 - 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 - 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 - 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 - 6. Continue performance not terminated: Continue performance only to the extent not terminated.
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in the county in which Owner's administrative office is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors: Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the State of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

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

10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six-year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than six (6) years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third-party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its Sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the designated representative as identified in the Contract Documents, or to an officer of the corporation for which it was intended if the designated representative no longer works for that party; or if delivered at, or sent by facsimile, email, registered or certified mail, or courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile or email, or three (3) calendar days after the date of postmark.

10.11 PUBLIC RECORDS ACT COMPLIANCE

The Contractor understands that the Owner is bound by the Washington Public Records Act, Chapter 42.56 RCW. The Contractor agrees to fully cooperate with the Owner in responding to public records requests. The Contractor shall promptly provide such records to the Owner as requested by the Owner or required by law for the Owner to fulfill its obligations in responding to public records requests. Such records shall be provided at no cost to the Owner. The Contractor shall cause any subcontract to contain this provision. This section shall survive expiration or termination of this Contract for any reason.

10.12 SUBSTITUTION OF PERSONNEL

The Contractor and the Owner have no present intention to substitute personnel, and the parties shall endeavor to minimize substitutions and maintain continuity of personnel, but each reserves the right to substitute its personnel for the purpose of carrying out its responsibilities under this Contract. Such substitution by the Contractor shall be subject to the approval of the Owner, which approval shall not be unreasonably withheld. If the Contractor substitutes personnel, it shall not charge the Owner for any extra costs incurred thereby, including, without limitation, costs incurred to familiarize new personnel with the Project. If requested by the Owner, the Contractor shall remove from performing the Work, without cost to the Owner or delay to the Work, any person whose removal the Owner reasonably requests. Nothing in this provision shall be construed to alter the independent contractor status of the Contractor.

10.13 SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void, or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid; provided, however, that if it should appear that any provision of the Contract Documents is in conflict with any statutory provision of the State of Washington, the provision shall be deemed modified to conform to such statutory provision.»

10.14 HEADINGS AND CAPTIONS

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

- END OF GENERAL CONDITIONS -

Last Revised: May 7, 2023.

SUPPLEMENTAL CONDITIONS FOR CONTRACTS FOR FIRE ALARM REPLACEMENT AT HHE

These Supplemental Conditions for Contracts for Building Engineering Systems form a part of, and are incorporated in, the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents will have the same meaning in these Supplemental Conditions unless clearly indicated otherwise.

1. Modifications and Additions to Definitions. Part 1, Section 1.01 of the General Conditions, entitled "Definitions," is modified as stated below. All definitions not explicitly modified herein are unaffected.

1.1 The definition of "Architect," "Engineer," or "A/E" in Section 1.01(B) is stricken in its entirety and replaced with the following:

"Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority, if applicable to the Project and separate from the Contractor, which is expected to provide design, fabrication, installation, and construction of building engineering systems as specified by the Contract Documents. Owner may choose not to contract with an A/E for certain projects, in which event all references to the A/E shall be construed to reference the Owner.

1.2 The definition of "Contract Award Amount" in Section 1.01(E) is stricken in its entirety and replaced with the following:

"Contract Award Amount" has the same meaning as "Contract Sum." All references to the Contractor's "bid" in the General Conditions will be deemed to refer to the Bid submitted by Contractor if a competitive bidding process was utilized to solicit the Project or the Contractor's Proposal if a request for proposals was utilized.

1.3 The definition of "Contract Documents" in Section 1.01(F) is stricken in its entirety and replaced with the following:

"Contract Documents" means the General Conditions, Supplemental Conditions, Contract for Building Engineering Systems, other Special Forms, Owner-Provided Specifications, and all addenda and modifications thereof. Additionally, that term means the Advertisement for Bids, Instructions for Bidders, and completed Bid Form if a competitive bidding process was utilized to solicit the Project or the Request for Proposals and completed Proposal if a request for proposals was utilized.

1.4 The definition of "Drawings" in Section 1.01(K) is stricken in its entirety and replaced with the following:

"Drawings" are the graphic and pictorial portions documents prepared by the Contractor and approved by the Owner showing the design, location,

and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.

1.5 The definition of “Notice to Proceed” in Section 1.01(P) is stricken in its entirety and replaced with the following:

“Notice to Proceed” means a notice from Owner to Contractor to begin the Construction Phase of the Work after the Owner’s approval of the Specifications and Drawings produced by the Contractor.

1.6 The definition of “Project” in Section 1.01(U) is stricken in its entirety and replaced with the following:

“Project” means the total design, fabrication, installation, and construction of the Work performed in accordance with the Contract Documents, which may be the whole or a part and which may include construction by Owner or by separate contractors.

1.7 The definition of “Specifications” in Section 1.01(X) is stricken in its entirety and replaced with the following:

“Specifications” are documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services, prepared by the Contractor and approved by the Owner prior to the Construction Phase of the Project, in addition to any such requirements for systems or materials specified by the Owner in the Bidding Documents or Request for Proposals, as applicable (e.g., a certain make of building-management system); such Specifications are termed “Owner-Provided Specifications” in the Contract Documents.

1.8 The definition of “Work” in Section 1.01(AB) is stricken in its entirety and replaced with the following:

“Work” means the design, fabrication, installation, construction, and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.9 A new definition of “Design Phase” is added as Section 1.01(AC) as follows:

“Design Phase” means the design of building engineering systems in accordance with the Contract Documents and subject to the approval of the Owner as provided in the Special Conditions.

1.10 A new definition of “Construction Phase” is added as Section 1.01(AD) as follows:

“Construction Phase” means the fabrication, installation, and construction portion of the Work after the Contractor’s completion and Owner’s approval of the Design Phase, including the Specifications and Drawings.

2. Miscellaneous Modifications to General Conditions. The General Conditions are modified as stated below. All portions of the General Conditions remain in full force and effect unless explicitly modified herein.

2.1 Sections 1.02(F)-(H) are stricken in their entirety and replaced with the following:

F. The Bidding Documents, consisting of (in order of precedence) the signed and completed Bid Form, Instructions to Bidders, and Advertisement for Bids. Or, if a Request for Proposals was utilized to solicit the Project, the following (in order of precedence): the signed and completed Proposal and the Request for Proposals.

2.2 Section 2.02(B) is modified as follows:

Bond forms must be deemed acceptable and approved by Owner. Owner shall deem acceptable and approve payment and performance bonds that use the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312, with the deletion of Section 11 of the Performance Bond (regarding time limitation for pursuing a legal claim against the surety) and addition of statements that (1) the bonds are payable to “Sequim School District No. 323, State of Washington, per RCW 39.08.030(1)”, and (2) the surety agrees to be bound by the laws of the State of Washington and subject to the jurisdiction of the state per RCW 39.08.010(5). Separate bonds for payment and performance must be provided to Owner. Provision of payment and performance bonds by Contractor to Owner is a condition precedent to performance by Owner.

2.3 Section 2.04(C) is modified as follows:

Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E (if applicable to the Project), A/E's design subconsultants utilized by Contractor, separate contractors described herein, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

2.4 Section 4.01(A) is modified as follows:

Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and

supplies, and perform the Work required in accordance with the Drawings, Specifications, and ~~other provisions of the Contract Documents.~~

2.5 Section 5.07(K) is modified as follows:

COVID-19 Safety Compliance: Contractor shall comply with Owner's COVID-19 safety and mitigation protocols, as they may be revised from time to time and ensure that its owner(s) and employees, and those of its Subcontractors, comply with such mitigation protocols. ~~Contractor shall also comply with and ensure its owner(s) and employees, and those of its Subcontractors, comply with Proclamation 21-14.1 et seq.~~

2.6 Section 5.13(A) is modified as follows:

Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. ~~References in the Specifications to equipment, material, articles, or patented processes by tradename, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition.~~ Contractor may, ~~at its option,~~ make written application to the Owner to use any equipment, materials, articles, or processes that, in the judgment of the Owner (or A/E if applicable), ~~is~~ are equal to that named in the Specifications, unless otherwise specifically provided in the Contract Documents. The Owner, in its sole discretion, will determine whether to approve any such request(s). Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be free of asbestos.

2.7 Section 5.16(D) is modified as follows:

Contractor's compliance with warranty provisions: If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by the Owner to be not in accordance with the requirements of the Contract Documents, Drawings, or Specifications, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

2.8 Section 5.16(E) is modified as follows:

Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the

requirements of the Contract Documents, Drawings, or Specifications and are neither corrected by Contractor nor accepted by Owner.

2.9 Section 5.16(G) is modified as follows:

Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, Drawings, or Specifications.

2.10 Section 5.16(I) is modified as follows:

Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Drawings, or Specifications, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

3. Conditions Specific to Design Services. The following provisions describe the responsibilities of the Contractor during design of building engineering systems as part of the Work of the Project.

3.1 Contractor represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the design services set forth in the Contract Documents, including these Supplemental Conditions. The Contractor represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Contract, or will cause such services to be performed by appropriately licensed design professionals to the extent required by law.

3.2 Contractor's design services consist of those described in Project Manual and otherwise in the Contract Documents and include usual and customary structural, mechanical, and electrical engineering services necessary to produce a reasonably complete and accurate set of Drawings and Specifications.

3.3 Contractor will perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. Contractor will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

3.4 Contractor will make such revisions to the design portion of the Work as necessary to correct errors or omissions, as determined by the District, appearing therein when required to do so by the District without additional compensation. Such correction of the services will be at the District's option and in addition to any other remedies available to the District.

3.5 Section 5.20 of the General Conditions, entitled "Subcontractors and Suppliers," will not apply to design consultants utilized by the Contractor during the Design Phase (e.g., electrical, civil, or geotechnical engineering firms). The Contractor may engage design consultants qualified by training and experience in their respective fields to address the requirements of the Project. Any subcontracting of the design services will not relieve the Contractor from its responsibility for the performance of such services in accordance with the

terms of the Contract Documents nor from its responsibility for the performance of any of its other contractual obligations. The Owner will review and approve the Contractor's selected design consultants before the Contractor contracts with such consultants. Upon request by the Owner, the Contractor will furnish the Owner with a copy of its contracts with its design consultants. These contracts will contain no limitation of liability unless approved in writing by the Owner, and the dispute-resolution provisions of these contracts will be consistent with the terms of the Contract.

3.6 Copyrights and Licenses.

3.6.1 Drawings, Specifications, materials, models, renderings, and other documents, including those in electronic form, prepared by the Contractor or its design consultants for this Project are "Instruments of Service." The Contractor warrants that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, they will endeavor to establish necessary protocols governing such transmissions. Upon request by the Owner, the Contractor will provide electronic copies, including CADD and similar files, to the Owner for the Owner's use. If for any reason conflict occurs between information on the computer media and the stamp sign documents, the information on the stamped documents will govern and be considered correct. All information provided and the copyright therein are, and will remain, the property of the original copyright holders. The Contractor will not be responsible for changes made in the information by anyone other than the Contractor, or for use of the information without the Contractor's participation.

3.6.2 The Contractor and its design consultants will be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Contractor and its design consultants.

3.6.3 Upon execution of the Contract, and regardless of any termination except as specifically set forth below, the Contractor grants to the Owner a nonexclusive license to use and reproduce in any medium and without additional cost, the Contractor's Instruments of Service solely and exclusively for purposes of constructing, completing, expanding, modernizing, using, maintaining, altering, and adding to the Project, provided that the Owner substantially performs its obligations under this Contract, including prompt payment of all sums when due, under this Contract. The Contractor will obtain similar nonexclusive licenses from its design consultants. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors of any tier, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or constructing, completing, using, expanding, modernizing, and maintaining the Project or subsequent projects of the Owner on this site. The Owner may further authorize credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections, or additions to the Instruments of Service for the above purposes.

3.6.3.1 In the event the Owner uses the Instruments of Service for other projects or for any other purpose following a termination of the Contractor other than for cause without retaining the author of the Instruments of Service, the Owner releases the Contractor and

its design consultant(s) from all claims and causes of action arising from such uses. The terms of this paragraph will not apply if the Owner rightfully terminates this Contract for cause.

3.6.4 Except for the licenses granted in this Section 3.6, no other license or right will be deemed granted or implied under the Supplemental Conditions. The Owner will not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Contractor. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Contractor or its design consultants.

3.6.5 In the event Contractor receives notice of a claim of infringement of intellectual property rights related to any materials delivered under this Contract, Contractor will promptly provide a copy of such notice to the District.

4. Insurance Requirements. Part 2, Section 2.01 of the General Conditions, Entitled "Contractor's Liability Insurance," is modified by requiring the following insurance.

4.1 Section 2.01(A) is modified to read as follows:

Prior to commencement of the Work, the Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner or the specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. The Contractor shall include in its bid or proposal, as applicable to the Project, the cost of all insurance and bonds required to complete the Base Bid Work (and including accepted alternates, if any).

4.2 A new provision is added to Section 2.01(B) as follows:

6. Errors and Omissions: Contractor will secure and maintain for six (6) years after the date of Substantial Completion of the Work professional errors and omissions insurance for damages that may result in any way from the negligent performance of the Contractor's design obligations under this Contract. Contractor will promptly notify the Owner of any material changes to, interruption of, or termination of this insurance. The Contractor will contractually require its design consultant of any tier to maintain professional errors and omissions insurance in an amount of at least fifty percent (50%) of the above amount, unless otherwise agreed by the Owner. If professional errors and omissions insurance is not reasonably available for a class of design consultants, or reasonably available in the future to the Architect, the Architect must so notify the Owner immediately.

4.3 A new provision is added to Section 2.01(J) as follows:

6. Errors and Omissions: The Contractor shall provide errors and omissions insurance in an amount no less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

**- END OF SUPPLEMENTAL CONDITIONS FOR CONTRACTS FOR BUILDING
ENGINEERING SYSTEMS -**

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Fire Alarm Replacement at Helen Haller Elementary School
- B. Project Location: 350 W Fir St, Sequim, WA 98382
- C. Owner: Sequim School District No. 323
- D. Engineer: Design West Engineering
- E. Design and installation of fire alarm system at Helen Haller Elementary School. Design to develop standardized specifications based on the approved framework. Installation to coincide with replacement of fire alarm system across the elementary school as appropriate.
- F. The project aims to complete all installation during the summer with the new system being operational by the beginning of 2024-2025 school year. Contractor to coordinate OAC/collaborative meetings as necessary. Coordination with the District's summer programs for shutdowns required as part of this project.

1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have partial use of building indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:
 - 1. The Owner will not occupy the premises that require construction. Perform construction during normal working hours **8 AM to 5 PM** Monday thru Friday, other than holidays, unless otherwise agreed to in advance by Owner. The Contractor shall collaborate closely with the Owner to coordinate and plan in advance, determining which building or area will undergo construction. Clean up work areas and return to usable condition at the end of each work period.
 - 2. Contractors shall be granted control of the site during the day shift. However, the contractor shall grant access to specific classrooms during summer programs as coordinate with the District. If a fire-watch is needed to accommodate these summer programs, it shall be the responsibility of the contractor to provide.
 - 3. In the event that work must be carried out while the owner occupies the premises, Contractor shall cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits where they are not affected by the construction. Provide temporary egress and enclosures from portions of the building

where existing exits are affected by the new construction, comply with authorities having jurisdiction for safe egress paths of occupants to public way.

- a. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - b. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operation.
 - c. Coordinate with Owner all access and egress requirements for the conduction of school activities concurrent with construction activities.
4. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to **40 feet (12.2 m)** beyond building perimeter; **10 feet (3 m)** beyond surface walkways, patios, surface parking, and utilities less than **12 inches (300 mm)** in diameter; **15 feet (4.5 m)** beyond primary roadway curbs and main utility branch trenches; and **25 feet (7.6 m)** beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas to limit compaction in the constructed area.
 5. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to **40 feet (12.2 m)** beyond building perimeter; **15 feet (4.6 m)** beyond surface walkways, patios, surface parking, and utilities; and **25 feet (7.6 m)** beyond constructed areas with permeable surfaces that require additional staging areas to limit compaction in the constructed areas.
 6. Driveways, Walkways, and Entrances: Keep parking lots and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials unless explicitly approved by the Owner in writing.
- B. On-Site Work Hours: Work hours are not limited for work and the contractor is authorized to work extended hours or weekends as determined by the contractor to meet the schedule needs. For testing and/or work where district staff are needed to coordinate work, this work will be limited to 8 AM TO 5 PM, (Monday thru Friday, other than holidays) unless agreed to in advance by Owner to schedule staff.
- C. Nonsmoking Campus: Smoking is not permitted on the premises of the school campuses. No smoking is allowed within the property lines of the buildings. This restriction includes vaping.
- D. School property Restrictions: All workers are bound by the restrictions for school property regarding allowable activities and actions. Profanity, harassment, or other forms of unprofessional behavior will warrant removal from the project at the discretion of the district.
- E. Weapon Free Zone Restriction: School Properties are weapon free zones. Adherence to this restriction is mandatory. Use of any tools or equipment which mimic or can be misinterpreted as discharging of weapons sounds (such as powder actuated fasteners) are prohibited without prior approval by the district.
- F. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Construction Manager not less than two days in advance of proposed disruptive operations.

2. Obtain Construction Manager's written permission before proceeding with disruptive operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

- A. Advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.
- D. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- E. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight and delivery to Project site.
- F. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.2 UNIT PRICES

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- C. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

1.3 ALTERNATES

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- C. Notification: Immediately following award of the Contract, notify each party involved, in writing, whether alternates have been accepted, rejected, or deferred for later consideration.

1.4 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least [seven] days before the initial Application for Payment. Break down the Contract Sum into at least one line item for each Specification Section in the Project Manual table of contents. Coordinate the schedule of values with Contractor's construction schedule.
1. Arrange schedule of values consistent with format of **AIA Document G703**
 2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 4. Provide separate line items in the schedule of values for initial cost of materials and for total installed value of that part of the Work.
 5. Provide a separate line item in the schedule of values for each allowance.
- B. Application for Payment Forms: Use forms which convey the same information and break down as the **AIA Document G702 and AIA Document G703** as forms for Applications for Payment.
- C. Submit [one] copies of each application for payment according to the schedule established in Owner/Contractor Agreement.
1. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor.
 2. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 3. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - a. Include insurance certificates, proof that taxes, fees, and similar obligations were paid, and evidence that claims have been settled.
 - b. Include affidavit of payment of debts and claims[**on AIA Document G706**].

- c. Include affidavit of release of liens
- d. Include consent of surety to final payment
- e. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES (Not Used)

END OF SECTION 012000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUBSTITUTION PROCEDURES

- A. Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. Substitutions which are not compatible with the Honeywell WEBs-N4 software and Niagara Framework will not be considered.
- C. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use **CSI Form 13.1A** or similar form which provides relevant information.
 - 2. Submit requests within 5 days after the Notice of Award.
 - 3. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
- D. Architect will review proposed substitutions and notify Contractor of their acceptance or rejection. If necessary, Architect will request additional information or documentation for evaluation.
 - 1. Architect will notify Contractor of acceptance or rejection of proposed substitution within 5 days of receipt of request, or 5 days of receipt of additional information or documentation, whichever is later.
- E. Do not submit unapproved substitutions on Shop Drawings or other submittals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 CONTRACT MODIFICATION PROCEDURES

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."
- B. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work.
 - 1. Proposal Requests are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time.
- C. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- D. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor, for all changes to the Contract Sum or the Contract Time.
- E. Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- F. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Subcontract List: Submit a written summary identifying individuals or firms proposed for each portion of the Work.
- B. Key Personnel Names: Within ten (10) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. List e-mail addresses and telephone numbers.
- C. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.
- D. Requests for Information (RFIs): On discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI.
- E. Schedule and conduct progress meetings at Project site at weekly. Notify Owner and Engineer of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved in planning, coordination, or performance of future activities.
 - 1. Contractor will record minutes and distribute to everyone concerned, including Owner and Engineer.

1.2 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
 - 1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Submit one [1] electronic copy of each action submittal to engineer or Owner's representative.
 - 3. Submit one [1] electronic copy of each informational submittal to engineer or Owner's representative.
 - 4. Engineer will discard submittals received from sources other than Contractor.

- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with unique identifier, including project identifier, Specification Section number, and revision identifier.
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
- D. Identify options requiring selection by Engineer.
- E. Identify deviations from the Contract Documents on submittals.
- F. Contractor's Construction Schedule Submittal Procedure:
 - 1. Submit required submittals in the following format:
 - a. Working electronic copy of schedule file, where indicated.
 - b. PDF electronic file.
 - 2. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - a. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
 - 3. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections.
 - 1. Post electronic submittals as PDF electronic files directly to Engineer.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.

2.2 ACTION SUBMITTALS

- A. Submit one (1) electronic copy of each submittal unless otherwise indicated.
- B. Product Data: Mark each copy to show applicable products and options. Include the following:
 - 1. Manufacturer's written recommendations, product specifications, and installation instructions.
 - 2. Wiring diagrams showing factory-installed wiring.
 - 3. Printed performance curves and operational range diagrams.
 - 4. Testing by recognized testing agency.
 - 5. Compliance with specified standards and requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches Include the following:
 - 1. Dimensions and identification of products.
 - 2. Fabrication and installation drawings and roughing-in and setting diagrams.
 - 3. Wiring diagrams showing field-installed wiring.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.
 - 1. If variation is inherent in material or product, submit at least three (3) sets of paired units that show variations.

2.3 INFORMATIONAL SUBMITTALS

- A. Informational Submittals: Submit one (1) electronic copy of each submittal unless otherwise indicated. Engineer will not return copies.
- B. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.4 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit [**three**] copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within ten (10) days of date established for Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- C. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
- D. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and indicate date by which recovery will be accomplished.

PART 3 - EXECUTION

3.1 SUBMITTAL REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Engineer will review each action submittal, make marks to indicate corrections or modifications required, will stamp each submittal with an action stamp, and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribute copies of approved schedule to Owner, Engineer, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.

END OF SECTION 013000

SECTION 013516 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Preliminary Conference for Alteration Work: Conduct a conference via electronic conference, record conference results; and distribute record copies.
 - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist shall be represented.
 - 2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
 - a. Fire prevention.
 - b. Areas where existing construction is to remain and the required protection.
 - c. Hauling routes.
 - d. Sequence of alteration work operations.
 - e. Storage, protection, and accounting for salvaged and specially fabricated items.
 - f. Existing conditions and structural loading limitations.
 - g. Collection of waste, protection of occupants and the public, and condition of other construction that affects or will affect the Work.
- B. Coordination Meetings: Conduct coordination meetings specifically for alteration work at weekly intervals; record meeting results; and distribute record copies.
 - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, each specialist, supplier, installer, and other entity concerned with progress of alteration work activities shall be represented.
 - 2. Agenda: Review items of significance that could affect progress of alteration work. Include topics for discussion as appropriate to status of Project.
- C. Specialist Qualifications: A firm regularly engaged in specialty work similar in nature and extent to work as specified in each Section and that has completed a minimum of three (3) recent projects with a record of successful in-service performance Supervisors shall be experienced in specialty work similar in nature and extent to that indicated for this Project.
- D. Alteration Work Program: Prepare a written plan for Project, including protection of surrounding materials during operations. Include dust and noise control, means of egress, debris-hauling routes, and temporary protective barriers.
- E. Fire-Prevention Plan: Prepare a written plan for preventing fires during the Work, including placement of fire-control devices during each phase or process.
- F. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

- G. Salvaged Materials: Clean loose dirt and debris from salvaged items; crate and cushion items against damage during handling; and label contents of containers. Store and transport items to Owner's designated storage area.
- H. Salvaged Materials for Reinstallation: Repair and clean items for reuse and reinstall items in locations indicated.
- I. Discrepancies: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with removal and dismantling work.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work or spillage.
 - 1. Provide temporary barricades, barriers, directional signage, and covers over walkways to protect and exclude the public from areas where alteration work is being performed.
 - 2. Erect temporary barriers to form and maintain fire-egress routes.
 - 3. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
 - 4. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
 - 5. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
 - 6. Collect and dispose of runoff in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.
- B. Protect existing materials, including floors along hauling routes, with temporary protections and construction.
 - 1. Use covering materials and masking agents that will not stain or leave residue on surfaces. When no longer needed, promptly remove protective materials.
- C. Comply with each product manufacturer's written instructions for protections and precautions.
- D. Utility and Communications Services: Notify Owner; Architect; authorities having jurisdiction; and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations. Disconnect and cap pipes and services as required by authorities having jurisdiction, and provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of work in an area, verify that drainage system is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work until the drainage system is functioning properly.

1. Prevent solids or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked from alteration work.

3.2 PROTECTION FROM FIRE

- A. Comply with NFPA 241 requirements unless otherwise indicated.
- B. Fire Watch: When working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B and NFPA 241.
- C. Fire-Control Devices: Maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids.
- D. Sprinklers: Maintain sprinkler protection without interruption. While operations are performed close to sprinklers, shield them temporarily with guards and remove guards when nearby work is paused or completed.

3.3 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs and/or video recordings.
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- C. Notify Architect of visible changes in the integrity of material or components, including cracks, movement, or distortion.
 1. Do not proceed with the work in question until directed by Architect.

END OF SECTION 013516

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
- B. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to Architect for a decision.
- C. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum. The actual installation may exceed the minimum within reasonable limits. Indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision.
- D. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- E. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.

- F. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, notices, receipts for fee payments, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- G. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.
- H. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated; and where required by authorities having jurisdiction, that is acceptable to authorities.
- I. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- J. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor of irregularities or deficiencies in the Work observed during performance of its services.
 - 2. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. Do not perform any duties of Contractor.
- K. Associated Services: Cooperate with testing agencies and provide reasonable auxiliary services as requested. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Security and protection for samples and for testing and inspecting equipment.
- L. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

- B. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
 - 1. AABC - Associated Air Balance Council; www.aabc.com.
 - 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 - 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 - 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 - 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 - 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 - 7. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
 - 8. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 - 10. AF&PA - American Forest & Paper Association; www.afandpa.org.
 - 11. AGA - American Gas Association; www.aga.org.
 - 12. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 - 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 - 14. AI - Asphalt Institute; www.asphaltinstitute.org.
 - 15. AIA - American Institute of Architects (The); www.aia.org.
 - 16. AISC - American Institute of Steel Construction; www.aisc.org.
 - 17. AISI - American Iron and Steel Institute; www.steel.org.
 - 18. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 - 19. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 - 20. ANSI - American National Standards Institute; www.ansi.org.
 - 21. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 - 22. APA - APA - The Engineered Wood Association; www.apawood.org.
 - 23. APA - Architectural Precast Association; www.archprecast.org.
 - 24. API - American Petroleum Institute; www.api.org.
 - 25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 - 26. ARI - American Refrigeration Institute; (See AHRI).
 - 27. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 - 28. ASCE - American Society of Civil Engineers; www.asce.org.
 - 29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
 - 30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.

31. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
32. ASSE - American Society of Safety Engineers (The); www.asse.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
35. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
36. AWEA - American Wind Energy Association; www.awea.org.
37. AWI - Architectural Woodwork Institute; www.awinet.org.
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
39. AWWA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
40. AWS - American Welding Society; www.aws.org.
41. AWWA - American Water Works Association; www.awwa.org.
42. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
43. BIA - Brick Industry Association (The); www.gobrick.com.
44. BICSI - BICSI, Inc.; www.bicsi.org.
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
46. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bwfbadminton.org.
48. CDA - Copper Development Association; www.copper.org.
49. CEA - Canadian Electricity Association; www.electricity.ca.
50. CEA - Consumer Electronics Association; www.ce.org.
51. CFFA - Chemical Fabrics & Film Association, Inc.; www.chemicalfabricsandfilm.com.
52. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
53. CGA - Compressed Gas Association; www.cganet.com.
54. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
55. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
56. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
57. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
58. CPA - Composite Panel Association; www.pbmdf.com.
59. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
60. CRRC - Cool Roof Rating Council; www.coolroofs.org.
61. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
62. CSA - Canadian Standards Association; www.csa.ca.
63. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
64. CSI - Construction Specifications Institute (The); www.csinet.org.
65. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
67. CWC - Composite Wood Council; (See CPA).
68. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
69. DHI - Door and Hardware Institute; www.dhi.org.
70. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
72. ECIA ? Electronic Components Industry Association; www.eciaonline.org
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; www.eima.com.

75. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
76. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; www.evo-world.org.
79. FIBA - Fédération Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
80. FIVB - Fédération Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
81. FM Approvals - FM Approvals LLC; www.fmglobal.com.
82. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarooft.com.
84. FSA - Fluid Sealing Association; www.fluidsealing.com.
85. FSC - Forest Stewardship Council U.S.; www.fscus.org.
86. GA - Gypsum Association; www.gypsum.org.
87. GANA - Glass Association of North America; www.glasswebsite.com.
88. GS - Green Seal; www.greenseal.org.
89. HI - Hydraulic Institute; www.pumps.org.
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
93. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
94. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
95. IAS - International Accreditation Service; www.iasonline.org.
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
98. ICC - International Code Council; www.iccsafe.org.
99. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
100. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
101. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
102. IEC - International Electrotechnical Commission; www.iec.ch.
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
107. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
108. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
109. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
114. ISO - International Organization for Standardization; www.iso.org.
115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
116. ITU - International Telecommunication Union; www.itu.int/home.
117. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.

118. LMA - Laminating Materials Association; (See CPA).
119. LPI - Lightning Protection Institute; www.lightning.org.
120. MBMA - Metal Building Manufacturers Association; www.mbma.com.
121. MCA - Metal Construction Association; www.metalconstruction.org.
122. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
123. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
124. MHIA - Material Handling Industry of America; www.mhia.org.
125. MIA - Marble Institute of America; www.marble-institute.com.
126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
127. MPI - Master Painters Institute; www.paintinfo.com.
128. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
129. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
130. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
131. NADCA - National Air Duct Cleaners Association; www.nadca.com.
132. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
133. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
134. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
135. NCMA - National Concrete Masonry Association; www.ncma.org.
136. NEBB - National Environmental Balancing Bureau; www.nebb.org.
137. NECA - National Electrical Contractors Association; www.necanet.org.
138. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
139. NEMA - National Electrical Manufacturers Association; www.nema.org.
140. NETA - InterNational Electrical Testing Association; www.netaworld.org.
141. NFHS - National Federation of State High School Associations; www.nfhs.org.
142. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
143. NFPA - NFPA International; (See NFPA).
144. NFRC - National Fenestration Rating Council; www.nfrc.org.
145. NHLA - National Hardwood Lumber Association; www.nhla.com.
146. NLGA - National Lumber Grades Authority; www.nlga.org.
147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
148. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
149. NRCA - National Roofing Contractors Association; www.nrca.net.
150. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
151. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
152. NSPE - National Society of Professional Engineers; www.nspe.org.
153. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
154. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
155. NWFA - National Wood Flooring Association; www.nwfa.org.
156. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
157. PDI - Plumbing & Drainage Institute; www.pdionline.org.
158. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
159. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
160. RFCI - Resilient Floor Covering Institute; www.rfci.com.
161. RIS - Redwood Inspection Service; www.redwoodinspection.com.
162. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
163. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.

164. SDI - Steel Deck Institute; www.sdi.org.
165. SDI - Steel Door Institute; www.steeldoor.org.
166. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
167. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
168. SIA - Security Industry Association; www.siaonline.org.
169. SJI - Steel Joist Institute; www.steeljoist.org.
170. SMA - Screen Manufacturers Association; www.smainfo.org.
171. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
172. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
173. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
174. SPIB - Southern Pine Inspection Bureau; www.spib.org.
175. SPRI - Single Ply Roofing Industry; www.spri.org.
176. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
177. SSINA - Specialty Steel Industry of North America; www.ssina.com.
178. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
179. STI - Steel Tank Institute; www.steeltank.com.
180. SWI - Steel Window Institute; www.steelwindows.com.
181. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
182. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
183. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
184. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
185. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
186. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
187. TMS - The Masonry Society; www.masonrysociety.org.
188. TPI - Truss Plate Institute; www.tpinst.org.
189. TPI - Turfgrass Producers International; www.turfgrasssod.org.
190. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); www.tilerroofing.org.
191. UBC - Uniform Building Code; (See ICC).
192. UL - Underwriters Laboratories Inc.; www.ul.com.
193. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
194. USAV - USA Volleyball; www.usavolleyball.org.
195. USGBC - U.S. Green Building Council; www.usgbc.org.
196. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
197. WASTEC - Waste Equipment Technology Association; www.wastec.org.
198. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
199. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
200. WDMA - Window & Door Manufacturers Association; www.wdma.com.
201. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
202. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
203. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
204. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1. DIN - Deutsches Institut f?r Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Use Charges: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.
- B. Water and Electric Power: Available from Owner's existing system without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Erosion- and Sedimentation-Control Plan: Submit plan showing compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- D. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- E. Accessible Temporary Egress: Comply with applicable provisions in ICC A117.1.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts and top and bottom rails.
- B. Wood Enclosure Fence: Plywood, **6 feet** high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.

2.2 TEMPORARY FACILITIES

- A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Heating and Cooling: Provide temporary heating and cooling required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- D. Isolation of Work Areas in Occupied Facilities when there are active personnel: Prevent dust, fumes, and odors from entering occupied areas.
 1. Prior to commencing work, isolate HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partition is complete.
 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filer-equipped vacuum equipment.
- E. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.2 SUPPORT FACILITIES INSTALLATION

- A. Install project identification and other signs in locations indicated approved by Owner to inform the public and persons seeking entrance to Project.
- B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- C. Temporary Elevator Use: **[Use of elevators is not permitted] [See Section 142400 "Hydraulic Elevators" for temporary use of new elevators].**
- D. Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- E. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- H. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.

- I. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.

3.4 MOISTURE AND MOLD CONTROL

- A. Before installation of weather barriers, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
 1. Protect stored and installed material from flowing or standing water.
 2. Remove standing water from decks.
 3. Keep deck openings covered or dammed.
- B. After installation of weather barriers but before full enclosure and conditioning of building, protect as follows:
 1. Do not load or install drywall or porous materials into partially enclosed building.
 2. Discard water-damaged material.
 3. Do not install material that is wet.
 4. Discard, replace, or clean stored or installed material that begins to grow mold.
 5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion.
- C. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced.
 - 1. Show compliance with requirements for comparable product requests.
 - 2. Architect will review the proposed product and notify Contractor of its acceptance or rejection.
- C. Basis-of-Design Product Specification Submittal: Show compliance with requirements.
- D. Compatibility of Options: If Contractor is given option of selecting between two or more products, select product compatible with products previously selected.
- E. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store materials in a manner that will not endanger Project structure.
 - 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment. Coordinate location with Owner.
- F. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. Provide products that comply with the Contract Documents, are undamaged, and, unless otherwise indicated, are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - 2. Where products are accompanied by the term "as selected," Architect will make selection.
 - 3. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Where the following headings are used to list products or manufacturers, the Contractor's options for product selection are as follows:
 - 1. Products:
 - a. Where requirements include "one of the following," provide one of the products listed that complies with requirements.
 - b. Where requirements do not include "one of the following," provide one of the products listed that complies with requirements or a comparable product.
 - 2. Manufacturers:
 - a. Where requirements include "one of the following," provide a product that complies with requirements by one of the listed manufacturers.
 - b. Where requirements do not include "one of the following," provide a product that complies with requirements by one of the listed manufacturers or another manufacturer.
 - 3. Basis-of-Design Product: Provide the product named, or indicated on the Drawings, or a comparable product by one of the listed manufacturers.
- C. Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
- D. Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Architect will consider Contractor's request for comparable product when the following conditions are satisfied:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications.
3. List of similar installations for completed projects, if requested.
4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 EXECUTION REQUIREMENTS

A. Cutting and Patching:

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.2 CLOSEOUT SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

C. Operation and Maintenance Data: Submit one copy (1) of manual.

D. PDF Electronic File: Assemble manual into a composite electronically indexed file. Submit on digital media.

E. Record Drawings: Submit one set (1) of marked-up record prints.

F. Record Digital Data Files: Submit data file and one set (1) of plots.

G. Record Product Data: Submit one copy (1) of each submittal.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

A. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

B. Submittals Prior to Substantial Completion: Before requesting Substantial Completion inspection, complete the following:

1. Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other sections, including project record documents, operation and maintenance manuals, property surveys, similar final record information, warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Submit maintenance material submittals specified in other sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect.
4. Submit test/adjust/balance records.
5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

C. Procedures Prior to Substantial Completion: Before requesting Substantial Completion inspection, complete the following:

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Advise Owner of changeover in heat and other utilities.
6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Remove temporary facilities and controls.
8. Complete final cleaning requirements, including touchup painting.
9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection or advise Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

1.4 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.

B. Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
- B. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

2.2 OPERATION AND MAINTENANCE DOCUMENTATION

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize manual into separate sections for each system and subsystem, and separate sections for each piece of equipment not part of a system.
- C. Organize data into three-ring binders with identification on front and spine of each binder, and envelopes for folded drawings. Include the following:
 1. Manufacturer's operation and maintenance documentation.
 2. Maintenance and service schedules.
 3. Maintenance service contracts. Include name and telephone number of service agent.
 4. Emergency instructions.
 5. Spare parts list and local sources of maintenance materials.
 6. Wiring diagrams.
 7. Copies of warranties. Include procedures to follow and required notifications for warranty claims

2.3 RECORD DRAWINGS

- A. Record Prints: Maintain a set of prints of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued. Mark to show actual installation where installation varies from that shown originally. Accurately record information in an acceptable drawing technique.

1. Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings.
 1. Format: Annotated PDF electronic file.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
- B. Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.
 1. Verify compatibility with and suitability of substrates.
 2. Examine roughing-in for mechanical and electrical systems.
 3. Examine walls, floors, and roofs for suitable conditions.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.
- E. Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- F. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

- A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks.

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.

2. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 3. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed.
- F. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

- A. Provide temporary support of work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- D. Cutting: Cut in-place construction using methods least likely to damage elements retained or adjoining construction.
1. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- E. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will minimize evidence of patching and refinishing.
 2. Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance.

3. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.5 CLEANING

- A. Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 3. Remove debris from concealed spaces before enclosing the space.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:
 1. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 2. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
 3. Remove labels that are not permanent.
 4. Clean transparent materials, including mirrors. Remove excess glazing compounds.
 5. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
 6. Vacuum carpeted surfaces and wax resilient flooring.
 7. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and foreign substances. Clean plumbing fixtures. Clean light fixtures, lamps, globes, and reflectors.
 8. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

3.6 OPERATION AND MAINTENANCE MANUAL PREPARATION

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 1. Prepare supplementary text if manufacturers' standard printed data are unavailable and where the information is necessary for proper operation and maintenance of equipment or systems.

- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams.

3.7 DEMONSTRATION AND TRAINING

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Include a detailed review of the following:
 - 1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance, and repairs.

END OF SECTION 017000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Action Submittals:

1. Waste Management Plan: Submit plan within seven (7) days of date established for commencement of the Work.

B. Informational Submittals:

1. Waste Reduction Progress Reports: Submit concurrent with each Application for Payment. Include total quantity of waste, total quantity of waste salvaged and recycled, and percentage of total waste salvaged and recycled.
2. Records of Donations and Sales: Receipts for salvageable waste donated or sold to individuals and organizations. . Indicate whether organization is tax exempt.
3. Recycling and Processing Facility Records: Manifests, weight tickets, receipts, and invoices.
4. Landfill and Incinerator Disposal Records: Manifests, weight tickets, receipts, and invoices.
5. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations.

C. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013000 "Administrative Requirements." Review methods and procedures related to waste management.

E. Waste Management Plan: Develop a waste management plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

1. Salvaged Materials for Reuse: Identify materials that will be salvaged and reused.
2. Salvaged Materials for Sale: Identify materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: Identify materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Achieve end-of-Project rates for salvage/recycling of 50% percent by weight of total nonhazardous solid waste generated by the Work.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Clean salvaged items and install salvaged items to comply with installation requirements for new materials and equipment.
- B. Salvaged Items for Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Clean salvaged items and store in a secure area until delivery to Owner.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- E. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs.
- F. Plumbing Fixtures: Separate by type and size.
- G. Lighting Fixtures: Separate lamps by type and protect from breakage.

3.3 RECYCLING WASTE

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 2. Polystyrene Packaging: Separate and bag materials.
 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
1. Pulverize concrete to maximum **4-inch (100-mm)** size.
- D. Wood Materials:
1. Sort and stack reusable members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
 2. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 3. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- E. Metals: Separate metals by type.
- F. Asphalt Shingle Roofing: Remove and dispose of nails, staples, and accessories.
- G. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- H. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- I. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
- J. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
1. Store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- K. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- L. Conduit: Reduce conduit to straight lengths and store by type and size.
- 3.4 DISPOSAL OF WASTE
- A. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - B. Do not burn waste materials.

Fire Alarm Replacement
At HHE

Sequim School District No. 323

March 19th, 2024

END OF SECTION 017419

SECTION 260010
BASIC ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.01 SCOPE

- A. This section supplements all sections of this division and shall apply to all phases of work hereinafter specified, shown on the drawings, or required to provide a complete installation of electrical systems for the Project. The work required under this division is not limited to the electrical specifications and drawings. Refer to all bid documents including Civil, Districtural, Structural, and Mechanical documents which may designate Work to be accomplished. The intent of the Specifications is to provide a complete and operable electrical system, which shall include all documents that are a part of the entire Project Contract.
 - 1. Work included: Furnish all labor, material, tools, equipment, facilities, transportation, skilled supervision necessary for, and incidental to, performing operations in connection with furnishing, delivery, and installation of the work in this division complete as shown or noted on the Drawings and specified herein.
- B. Related Work Specified Elsewhere:
 - 1. Refer to all sections in the general contract conditions, Contract Requirements and Division 1, General Requirements.
- C. Work Installed but Furnished by Others:
 - 1. The electrical work includes the installation or connection of certain materials and equipment furnished by others. Verify installation details. Foundations for apparatus and equipment will be furnished by others unless otherwise noted or detailed.

1.02 GENERAL REQUIREMENTS

- A. Guarantee See General Conditions:
 - 1. Except as may be specified under other Sections in the specification, guarantee equipment furnished under the specifications for a period of one year, except for equipment required to have a longer guarantee period, from date of final completion. Guarantee all work against defective workmanship, material, and improper installation. Upon notification of failure, correct deficiency immediately and without additional cost to the Owner.
 - 2. Standard warranty of manufacturer shall apply for replacement of parts after expiration of the above period. Manufacturer shall furnish replacement parts to the Owner or his service agency as approved. Furnish to the Owner, through the District, printed manufacturer's warranties complete with material included and expiration dates, upon completion of project. Conform to Division 01.
- B. Equipment Safety: All electrical materials and equipment shall be new and shall be listed by Underwriter's Laboratories and bear their label, or listed and certified by a nationally recognized testing authority where UL does not have an approval. Custom made equipment must have complete test data submitted by the manufacturer attesting to its safety.
- C. Codes and Regulations:
 - 1. Design, manufacturer, testing and method of installation of all apparatus and materials furnished under the requirements of these specifications shall conform to the latest publications or standard rules of the following:
 - a. Institute of Electrical and Electronic Engineers - IEEE
 - b. National Electrical Manufacturers' Association - NEMA
 - c. Underwriters' Laboratories, Inc. - UL

- d. National Fire Protection Association - NFPA
 - e. American Society for Testing and Materials - ASTM
 - f. American National Standards Institute - ANSI
 - g. Washington State Building Codes
 - h. National Electrical Code, NFPA 70, NEC
 - i. Washington Administrative Code - WAC
 - j. Revised Code of Washington - RCW
 - k. State & Municipal Codes in Force in the Specific Project Area
 - l. Occupational Safety & Health Administration - OSHA
 - m. State Fire Marshal's Office - WSP
 - n. Washington State Energy Code - WSEC
 - o. National Electrical Testing Association - NETA
2. The term "Code", when used within the specifications, shall refer to the Publications, Standards, ordinances and codes, listed above. In the case where the codes have different levels of requirements the most stringent rules shall apply.
- D. Requirements of Regulatory Agencies:
- 1. Codes, Permits, and Fees: Where the Contract Documents exceed minimum requirements, the Contract Documents take precedence. Where code conflicts occur, the most stringent shall apply. The most stringent condition shall be as interpreted by the Engineer.
 - a. Comply with all requirements for permits, licenses, fees and Code. Permits, licenses, fees, inspections and arrangements required for the Contractor at his expense shall obtain the Work, unless otherwise specified.
 - b. Comply with the requirements of the applicable utility companies serving the Project. Make all arrangements with the utility companies for proper coordination of the Work.
- E. Shop Drawings:
- 1. See Division 01 for additional requirements.
 - 2. Time Schedules for Submission and Ordering: The Contractor shall prepare, review and coordinate his schedule of submissions carefully, determining the necessary lead time for preparing, submitting, checking, ordering and delivery of materials and equipment for timely arrival. The Contractor shall be responsible for conformance with the overall construction schedule.
 - 3. Submittals will be checked for general compliance with specifications only. The Contractor shall be responsible for deviations from the drawings or specifications and for errors or omissions of any sort in submittals.
 - 4. Submit a complete list of materials and equipment proposed for the job, including manufacturers names and catalog numbers.
 - 5. Shop drawings shall be submitted in completed groups of materials (i.e., lighting fixtures or switchgear). The Contractor shall add and sign the following paragraph on equipment and materials submitted for review. "It is hereby certified that the (equipment) (material) shown and marked in this submittal is that proposed to be incorporated into the project; is in compliance with the Contract Drawings and specifications and can be installed in the allocated spaces". Failure to add the above written statement for compliance will result in return of submittals without review.

- a. Bind catalog cuts, plate numbers, descriptive bulletins and drawings, 11" x 17" (275 mm x 435 mm) or smaller, in sets with covers neatly showing titles.
 - b. The Contractor shall verify dimensions of equipment and be satisfied as to Code compliance for fit prior to submitting shop drawings for approval.
 - c. Where current limiting devices are specified, submit technical data to substantiate adequate protection of equipment cascaded downstream. Submittals shall not be reviewed unless supporting calculations and data are submitted therewith.
 - d. Include complete catalog information such as construction, ratings, insulation systems, as applicable.
 - e. For any material specified to meet UL or trade standards, furnish the manufacturers or vendor's certification that the material furnished for the work does in fact equal or exceed such specifications.
 - f. Reference listings to the specifications' Sections and Article to which each is applicable.
 - g. Equipment Floor Plans: After approval of material is secured prepare a floor plan of each electrical and communication equipment space, room or yard, drawn to scale at 1/2 inch equals 1 foot and submit for approval in the same manner as for shop drawings. The layout drawings shall be exact scale.
6. Contractor shall prepare coordinated drawings when required by Division 01 or where noted otherwise.
- F. Interpretations: The Contractor through the District must make Requests for interpretations of drawings and specifications. Any such requests made by equipment manufacturers or suppliers will be referred to the Contractor.
- G. Standard of Quality
- 1. The contract Drawings and Specifications establish the "MINIMUM STANDARD OF QUALITY" each product and/or system must meet to be considered acceptable. Products of other manufactures will be considered if the product and/or system meet or exceed the "MINIMUM STANDARD OF QUALITY" established by this Contract Document.
 - 2. Items for similar application shall be of the same manufacturer.
 - 3. The label of listing by UL shall appear on all materials and equipment for which standards have been established by the agency.
 - 4. Where codes as listed in Section General Requirement Section of the Specifications that establish label or approved requirements, furnish all materials and equipment with either the required labels affixed or the necessary written approval.
 - 5. Provide the type and quantity of electrical materials and equipment necessary to complete Work and all systems in operation, tested and ready for use.
 - 6. Provide and install all incidental items that belong to the Work described and which are required for complete systems.
 - 7. All switchboards, distribution boards, panel boards and circuit breakers shall be of the same manufacturer.
 - 8. All wiring devices such as switches and receptacles shall be of the same manufacturer.
- H. Substitutions: Refer to Division 01
- I. Submit comprehensive material list, shop drawings and complete technical data for the following equipment and materials:
- 1. General Requirements:
 - a. Conduits
 - b. Conductors, include all selected insulation types.
 - c. Fuses

- d. Fire alarm system.
- J. Record Drawings: Refer to Division 01, Contract Closeout.
- K. Work Responsibilities:
 - 1. The drawings indicate diagrammatically the desired locations or arrangement of conduit runs, outlets, junction boxes and equipment and are to be followed. Execute the work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations. The Contractor is responsible for the correct placing of his work. Where conflicts occur in plans and/or specifications, the most stringent application shall apply and shall be part of the base bid.
 - 2. Locations shown on architectural plan or on wall elevations shall take precedence over electrical plan locations, but where a major conflict is evident, notify the District.
 - 3. In the event minor changes in the indicated locations or arrangement are necessary due to developed conditions in the building construction or rearrangement of furnishings or equipment or due to interference with other trades, such changes shall be made without extra cost.
 - 4. All scaled and figured dimensions are approximate of typical equipment of the class indicated. Before proceeding with work carefully check and verify dimensions and sizes with the drawings to see that the furnished equipment will fit into the spaces provided without violation of applicable Codes.
 - 5. Should any changes to the work indicated on the drawings or described in the specifications be necessary in order to comply with the above requirements, notify the District.
 - 6. Contractor shall be responsible for coordination of coordinated drawings when required by the District.
 - 7. Replace or repair, without additional compensation any work which does not comply with or which is installed in violation of any of these requirements.
- L. Installation General: For special requirements, refer to specific equipment under these requirements.
 - 1. Unless otherwise specified elsewhere in the specifications, do all excavating necessary for the proper installation of the electrical work.
 - 2. Location of Sleeves: Where conduits pass through concrete walls, suspended slabs or metal deck floors, install sleeves of adequate size to permit installation of conduit. Sleeves shall be installed prior to pouring of concrete and shall have ends flush with the wall or extend 2 inches above floor surfaces. Verify locations.
 - 3. Wherever conduit extends through roof, install flashings in accordance with drawings and details.
 - 4. Contractor shall be responsible for cutting and patching which may be required for the proper installation of the electrical work.
 - 5. Protect work, materials and equipment and provide adequate and proper storage facilities during the progress of the work. Storage outdoors shall be weather protected and shall include space heaters to prevent condensation. Provide for the safety and good condition of all work until final acceptance of the work. Replace all damaged or defective work, materials and equipment before requesting final acceptance.
 - 6. Conduit and Equipment to be Installed: Clean thoroughly to remove plaster, spattered paint, cement and dirt on both exterior and interior. All underground conduits shall be mandrelled prior to pulling wire.
 - 7. Conduit and Equipment to be Painted: Clean conduit exposed to view in completed structure by removing plaster and dirt. Remove grease, oil and similar material from conduit and equipment by wiping with clean rags and suitable solvents in preparation for paint.
 - 8. Items with Factory Finish: Remove cement, plaster, grease and oil, and leave surfaces, including cracks and corners, clean and polished. Touch up scratched or bare spots to match finish.
 - 9. Site Cleaning: Remove from site all packing cartons, scrap materials and other rubbish on a weekly basis. Vacuum out all cabinets, switchgear and panels and junction boxes prior to pulling any conductors.

10. Electrical equipment and materials exposed to public and in finished areas shall be finish-painted after installation in accordance with the Painting Section. All exposed screw-type fasteners, exterior, or interior in restrooms, shall be vandal-resistant spanner type; include tool.
- M. Excavation, Cutting and Patching:
1. Excavating, trenching and backfilling required for the work of this Division in accordance with the applicable requirements of Division 2. Excavating and backfilling connected with electrical work, repaving cuts and providing and maintaining protective measures for the electrical work excavation required by the governing authorities having jurisdiction shall be performed as a part of the work of this Division.
 2. Verify openings indicated on the drawings. Provide all cutting, patching and reinforcement of the construction of the building as required to install electrical work.
- N. Tests
1. Equipment and systems for which the National Electrical Testing Association (NETA) has an approved or recommended procedure, shall be tested in accordance with that procedure. Test values shall equal values recommended by NETA. Copies of test reports shall be submitted as required under shop drawing submittals.
 2. Upon completion of the work and adjustment of all equipment, conduct an operating test. Conduct the test in the presence of an authorized representative of the Owner's Representative. Demonstrate system and equipment to operate in accordance with requirements of the Contract Documents and to be free from electrical and mechanical defects. Provide systems free from short circuits and grounds and show an insulation resistance between phase conductors and ground not less than the requirements of the governing electric code. Test circuits for proper neutral connection.
 3. Complete tests prior to final inspection of project, including corrective work based on the results of the tests.
 4. Perform special tests on systems and equipment as specified herein using personnel qualified to perform such tests.
- O. Protection: Protect finish parts of the materials and equipment against damage during the progress of the work and until final completion and acceptance. Cover materials and equipment in storage and during construction in such a manner that no finished surfaces will be damaged or marred. Keep moving parts clean, dry and lubricated.
- P. Cleaning Up:
1. Upon completion of the work and at various time during the progress of the work, remove from the building all surplus materials, rubbish and debris resulting from the work of this Division.
 2. Thoroughly clean switchgear including busses, apparatus, exposed conduit, metal work including the exterior and interior, and accessories for the work of this Division, of cement, plaster and other deleterious materials; remove grease and oil spots with cleaning solvent; carefully wipe surfaces and scrape cracks and corners clean.
 3. Thoroughly polish chromium or plated work. Remove dirt and stains from lighting fixtures.
 4. Leave the entire installation in a clean condition.
- Q. Completion:
1. The work will not be reviewed for final acceptance until operating and maintenance data, manufacturer's literature, panel directories and nameplates specified herein have been approved and properly posted or installed and final cleaning of equipment and premises has been completed.
 2. When the installation is complete and adjustments have been made, operate the system for a period of one week, during which time demonstrate that systems are completed and operating in conformance with the specifications.

- R. Operating and Maintenance Data: Submit complete and at one time, prior to acceptance of the installation, 4 copies of manufacturer's instructions for operation and maintenance of electrical equipment, including replacement parts lists. As specified in Division 01
- S. Inspection and Acceptance Procedures: The District will submit observation reports periodically during the construction phase detailing Contract deficiencies. The Contractor is responsible for making corrections immediately. Notice of Completion of the project will not be made until all items have been corrected.
- T. Final Completion of Electrical Systems:
 - 1. Prior to Final Completion of operating electrical systems, the Contractor shall:
 - a. Provide materials of the type and quality specified and as necessary for proper operation, tested and ready for use.
 - b. Furnish the required Operating and Maintenance Data/Manuals.
 - c. Clean up of the project pertaining to this Division of the work.
 - d. After installation has been completed and adjustments made, operate the system for a period of one week, during which time, demonstrate to the District that systems are complete and operating in conformance with Contract Documents.
 - e. Conduct tests required and as specified in this Division and submit test reports and corrective actions taken.
 - f. Submission of warranties and guarantees.
 - 2. Final Completion of Work Shall be Contingent On:
 - a. Contractor replacing defective materials and workmanship.
 - b. Upon completion of work and adjustments made, Contractor shall conduct an operating test for each system for approval at such time as District directs. Conduct test in presence of authorized representative of District and demonstrate that systems and equipment do operate in accordance with requirements of the Contract Documents and are free from electrical and mechanical defects.
 - c. Contractor shall provide the necessary training programs and instructions to the Owner's representative. Number of hours shall be a minimum of four (4) hours for each system or days as required under separate Sections of these Specifications. Complete operation and maintenance manuals shall be provided at least two (2) weeks prior to training.
 - d. Submit copies of manufacturer's instructions and maintenance of electrical equipment including replacement parts lists. Each set shall include one set of shop drawings of equipment installed.
- U. Submittals for Change Orders: When changes are made during the construction phase, deletions and additions shall be presented in a manner that will indicate the cost of each item of material and corresponding labor. Markup shall be then added in accordance with the requirements of the General Conditions as modified by the Supplementary Conditions.
- V. The Contractor at a time convenient to the Owner shall provide instruction to the Owner's operating personnel in the proper operation and maintenance of all equipment and systems. The instructors shall have received factory training and shall be thoroughly familiar with the equipment installed. The operating personnel shall receive the number of days instruction as indicated in other sections.
- W. The final inspection shall include verification of the installation and proper operation of all required building controls, and documentation verifying activities associated with required building commissioning have been conducted in accordance with Section C408.

1.03 PROJECT RECORD DOCUMENTS

- A. Record Drawings: CAD: Use a computer aided drafting (CAD) system in the preparation of record drawings for this Project. Acceptable CAD systems shall be capable of producing files in AutoCAD Version 2020 compatible DWG or DXF format. Owner's consultant will furnish CAD backgrounds for use by the Contractor after construction is 85% complete except where prohibited by Contract.
- B. Record Set During the Work: At site, maintain at least one set of Drawings as a Field Record Set. Also maintain at least one copy of all Addenda, Modifications, approved submittals, correspondence, and transmittals at site. Keep Drawings and data in good order and readily available to District and Owner.
- C. Changes: Clearly and correctly mark Record Drawings to show changes made during the construction process at the time the changed work is installed. No such changes shall be made in the work unless authorized by the District.
- D. Final Record Drawings: Conform to Division 01 requirements.
- E. Preparation of Final Record Drawings: Contractor shall transfer recorded changes in the work indicated on the Field Record Set to the record set. Changes shall be neatly and clearly drawn and noted by skilled draftsmen, and shown technically correct.
- F. Approval: Prior to District's inspection for Substantial Completion, submit the Final Record Drawings to the District for review, and make such revisions as may be necessary for Final Record Drawings to be a true, complete, and accurate record of the work.
- G. Manuals: Obtain data from the various manufacturers and submit instruction, operation, and maintenance manuals as required and to the extent required under other Sections.
- H. At all times when the work is in progress, maintain at the workplace, fabrication shop or Project Site as applies, a complete separate, clean, undamaged set of the latest stamped, actioned submittals. As work progresses, maintain records of "as installed" conditions on this set in suitable ink or chemical fluid. Update the set daily. After successful completion of Project Site testing specified herein, and after completion of Punch List corrections, copy all records of "as installed" conditions on to originals.
- I. Quantity:
 - 1. Review sets: As for Shop and Field Drawings.
 - 2. Record set: Refer to Division 01.
- J. Content: All drawings required under "Field and Shop Drawings". Show "as installed" condition. Where room designations according to Project permanent signage differ from construction designations in the Contract Documents, show both designations.
- K. Warranty Certificates: Comply with Division 01.

END OF SECTION 260010

SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Heat shrink tubing.
- E. Wire pulling lubricant.
- F. Cable ties.

1.02 RELATED REQUIREMENTS

- A. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2020.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- I. NETA ATS - Standard For Acceptance Testing Specifications For Electrical Power Equipment And Systems; 2021.
- J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- M. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Most Recent Edition, Including All Revisions.
- N. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- O. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- P. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- B. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.

1.06 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Underground feeder and branch-circuit cable is not permitted.
- E. Service entrance cable is not permitted.
- F. Armored cable is not permitted.
- G. Metal-clad cable is not permitted.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- I. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
 - 4) 20A exterior circuits: 10 AWG..
 - 2. Control Circuits: 14 AWG.
- J. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
 - 3. Color Code:
 - a. 480Y/277 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral/Grounded: Gray.
 - b. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - c. Equipment Ground, All Systems: Green.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
 - 1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com/#sle.
 - b. Encore Wire Corporation: www.encorewire.com/#sle.
 - c. Southwire Company: www.southwire.com/#sle.
 - d. Rome Wire and Cable.
 - e. Okonite Wire
 - f. Pirelli Wire and Cable
 - g. Carol Cable
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN-2, except as indicated below.
 - a. Size 4 AWG and Larger: Type XHHW-2.
 - b. Installed Underground: Type XHHW-2.

2.04 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- C. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
 - 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
 - 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
- D. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.

- E. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- F. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- G. Mechanical Connectors: Provide bolted type or set-screw type.
- H. Compression Connectors: Provide circumferential type or hex type crimp configuration.

2.05 ACCESSORIES

- A. Electrical Tape:
 1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
 3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
 4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
 5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
- C. Wire Pulling Lubricant:
 1. Listed and labeled as complying with UL 267.
 2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
 3. Suitable for use at installation temperature.
- D. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated without specific routing, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
 - 4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
 - 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
 - 6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
 - 7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
 - 8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
 - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
 - 2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- G. Install conductors with a minimum of 12 inches of slack at each outlet.
- H. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- K. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.

2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
 2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
 - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
 3. Wet Locations: Use heat shrink tubing.
- M. Insulate ends of spare conductors using vinyl insulating electrical tape.
- N. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- O. Identify conductors and cables in accordance with Section 260553.
- P. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section Firestopping.
- Q. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION 260519

SECTION 260533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. PVC-coated galvanized steel rigid metal conduit (RMC).
- C. Flexible metal conduit (FMC).
- D. Galvanized steel electrical metallic tubing (EMT).
- E. Reinforced thermosetting resin conduit (RTRC).

1.02 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- F. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Metal Conduit and Intermediate Metal Conduit; 2018.
- G. NEMA TC 14 (SERIES) - Reinforced Thermosetting Resin Conduit and Fittings Series; 2015.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- J. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- K. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- L. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- M. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
 - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
 - 4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.

5. Notify Architect of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.04 SUBMITTALS

A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

B. Project Record Documents: Record actual routing for conduits installed underground and conduits 2 inch (53 mm) trade size and larger.

1.05 QUALITY ASSURANCE

A. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.

C. Underground:

1. Under Slab on Grade: Use rigid PVC conduit.

2. Exterior, Direct-Buried: Use rigid PVC conduit.

3. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC), stainless steel rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), stainless steel intermediate metal conduit (IMC), or schedule 80 rigid PVC conduit where emerging from underground.

4. Where rigid polyvinyl (PVC) conduit larger than 2 inch (53 mm) trade size is provided, use PVC-coated galvanized steel rigid metal conduit elbows for bends.

5. Where galvanized steel rigid metal conduit (RMC) or galvanized steel intermediate metal conduit (IMC) is installed in direct contact with earth where soil has resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection.

6. Where galvanized rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), or galvanized steel electrical metallic tubing (EMT) emerges from concrete into soil, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection for minimum of 4 inches on either side of where conduit emerges.

D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

E. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).

F. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

- G. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit.
- H. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).
- I. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
 - 1. Locations subject to physical damage include, but are not limited to:
 - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
- J. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- K. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.
- L. Corrosive Locations Above Ground: Use stainless steel rigid metal conduit (RMC), stainless steel intermediate metal conduit (IMC), PVC-coated galvanized steel rigid metal conduit (RMC), stainless steel electrical metallic tubing (EMT), or reinforced thermosetting resin conduit (RTRC).
- M. Fished in Existing Walls, Where Necessary: Use flexible metal conduit (FMC), galvanized steel electrical metallic tubing (EMT), or stainless steel electrical metallic tubing (EMT).

2.02 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
 - 2. Branch Circuit Homeruns: 3/4-inch trade size.
 - 3. Fire Alarm: 1/2-inch trade size.
 - 4. Underground, Exterior: 1-inch trade size.
- E. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
 - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
 - 2. Material: Use steel or malleable iron.
 - 3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.04 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- B. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil, 0.040 inch.
- C. PVC-Coated Boxes and Fittings:

1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
 2. Nonhazardous Locations: Use boxes and fittings listed and labeled as complying with UL 514A, UL 514B, or UL 6.
 3. Hazardous/Classified Locations: Use fittings listed and labeled as complying with UL 1203 for classification of installed location.
 4. Material: Use steel or malleable iron.
 5. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil, 0.040 inch.
- D. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil, 0.015 inch.

2.05 FLEXIBLE METAL CONDUIT (FMC)

- A. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.
- B. Fittings:
 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.

2.06 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use compression/gland or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.07 REINFORCED THERMOSETTING RESIN CONDUIT (RTRC)

- A. Description: NFPA 70, Type RTRC reinforced thermosetting resin conduit complying with NEMA TC 14 (SERIES).
- B. Supports: As recommended by manufacturer.
- C. Fittings: Same type and manufacturer as conduit to be connected.

2.08 ACCESSORIES

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- C. Epoxy Adhesive for RTRC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- D. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by manufacturer.
- E. Conduit Routing:
 - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 - 2. When conduit destination is indicated without specific routing, determine exact routing required.
 - 3. Conceal conduits unless specifically indicated to be exposed.
 - 4. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 - 5. Arrange conduit to maintain adequate headroom, clearances, and access.
 - 6. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
 - 7. Arrange conduit to provide no more than 150 feet between pull points.
 - 8. Route conduits above water and drain piping where possible.
 - 9. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 - 10. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
 - 11. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.
 - c. Flues.
 - 12. Group parallel conduits in same area on common rack.
- F. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 - 4. Use conduit strap to support single surface-mounted conduit.

- a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 - 5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 - 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 - 7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
 - 8. Use nonpenetrating rooftop supports to support conduits routed across rooftops, where approved.
 - 9. Use of spring steel conduit clips for support of conduits is not permitted.
 - 10. Use of wire for support of conduits is not permitted.
- G. Connections and Terminations:
- 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 - 3. Use suitable adapters where required to transition from one type of conduit to another.
 - 4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 - 5. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
 - 6. Secure joints and connections to provide mechanical strength and electrical continuity.
- H. Penetrations:
- 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 - 4. Conceal bends for conduit risers emerging above ground.
 - 5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 - 6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
 - 7. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 078400.
- I. Underground Installation:
- 1. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 18 inches.
 - b. Under Slab on Grade: 12 inches to bottom of slab.
 - 2. Provide underground warning tape in accordance with Section 260553 along entire conduit length.

- J. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Section Concrete with minimum concrete cover of 3 inches on all sides unless otherwise indicated.
- K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 - 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 - 2. Where calculated in accordance with NFPA 70 for reinforced thermosetting resin conduit (RTRC) conduit installed above ground to compensate for thermal expansion and contraction.
 - 3. Where conduits are subject to earth movement by settlement or frost.
- L. Conduit Sealing:
 - 1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
 - 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
 - a. Where conduits pass from outdoors into conditioned interior spaces.
 - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- M. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.
- N. Provide grounding and bonding; see Section 260526.
- O. Identify conduits; see Section 260553.

3.03 FIELD QUALITY CONTROL

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.
- C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 260533.13

SECTION 28 31 00
FIRE DETECTION AND ALARM

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines current edition.
- B. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- C. IEEE C62.41.2 - IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits 2002 (Corrigendum 2012).
- D. NFPA 70 - National Electrical Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. NFPA 72 - National Fire Alarm and Signaling Code Most Recent Edition Cited by Referring Code or Reference Standard.
- F. NFPA 101 - Life Safety Code Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUMMARY

- A. This Section includes Fire alarm system design and installation, including all components, wiring, and conduit.

1.04 DEFINITIONS

- A. FACP: Fire alarm control panel.
- B. LED: Light-emitting diode.
- C. NICET: National Institute for Certification in Engineering Technologies.
- D. Definitions in NFPA 72, 2016 Edition, apply to fire alarm terms used in this Section.

1.05 SYSTEM DESCRIPTION

- A. Noncoded, analog-addressable system with integrated Voice Evacuation; automatic sensitivity control of certain smoke detectors; and multiplexed signal transmission dedicated to fire alarm service only.

1.06 PERFORMANCE REQUIREMENTS

- A. Comply with NFPA 72, 2016 Edition, WABC, WAFC & Title 51.
- B. Fire alarm signal initiation shall be by one or more of the following devices:
 - 1. Manual stations.
 - 2. Heat detectors.
 - 3. Smoke detectors.
 - 4. Verified automatic alarm operation of smoke detectors.
- C. Fire alarm signal shall initiate the following actions:
 - 1. Alarm notification appliances shall operate continuously.

2. Identify alarm at the FACP and remote annunciators.
 3. Transmit an alarm signal to the remote alarm receiving station.
 4. Activate voice/alarm communication system.
 5. Switch heating, ventilating, and air-conditioning equipment controls to fire alarm mode.
 6. Close smoke dampers in air ducts of system serving zone where alarm was initiated.
 7. Record events in the system memory.
 8. Record events by the system printer.
- D. System trouble signal initiation shall be by one or more of the following devices or actions:
1. Open circuits, shorts and grounds of wiring for initiating device, signaling line, and notification-appliance circuits.
 2. Opening, tampering, or removal of alarm-initiating and supervisory signal-initiating devices.
 3. Loss of primary power at the FACP.
 4. Ground or a single break in FACP internal circuits.
 5. Abnormal ac voltage at the FACP.
 6. A break in standby battery circuitry.
 7. Failure of battery charging.
 8. Abnormal position of any switch at the FACP or annunciator.
- E. System Trouble and Supervisory Signal Actions: Ring trouble bell and annunciate at the FACP and remote annunciators. Record the event on system printer.

1.07 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:
1. Shop Drawings shall be prepared by persons with the following qualifications:
 - a. Trained and certified by manufacturer in fire alarm system design.
 - b. Fire alarm certified by NICET, minimum Level III.
 2. System Operation Description: Detailed description for this Project, including method of operation and supervision of each type of circuit and sequence of operations for manually and automatically initiated system inputs and outputs. Manufacturer's standard descriptions for generic systems are not acceptable.
 3. Device Address List: Coordinate with final system programming.
 4. System riser diagram with device addresses, conduit sizes, and cable and wire types and sizes.
 5. Wiring Diagrams: Power, signal, and control wiring. Include diagrams for equipment and for system with all terminals and interconnections identified. Show wiring color code.
 6. Batteries: Size calculations.
 7. Duct Smoke Detectors: Performance parameters and installation details for each detector, verifying that each detector is listed for the complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
 8. Ductwork Coordination Drawings: Plans, sections, and elevations of ducts, drawn to scale and coordinating the installation of duct smoke detectors and access to them. Show critical dimensions that relate to placement

and support of sampling tubes, the detector housing, and remote status and alarm indicators. Locate detectors according to manufacturer's written recommendations.

9. Voice/Alarm Signaling Service: Equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
10. Floor Plans: Indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits.

C. Qualification Data: For Installer.

D. Field quality-control test reports.

E. Operation and Maintenance Data: For fire alarm system to include in emergency, operation, and maintenance manuals. Comply with NFPA 72, Appendix A, recommendations for Owner's manual. Include abbreviated operating instructions for mounting at the FACP.

F. Submittals to Authorities Having Jurisdiction: In addition to distribution requirements for submittals specified in Division 01 Section "Submittals," make an identical submittal to authorities having jurisdiction. To facilitate review, include copies of annotated Contract Drawings as needed to depict component locations. Resubmit if required to make clarifications or revisions to obtain approval. On receipt of comments from authorities having jurisdiction, submit them to Architect for review.

G. Documentation:

1. Approval and Acceptance: Provide the "Record of Completion" form according to NFPA 72 to District, Architect, and authorities having jurisdiction.
2. Record of Completion Documents: Provide the "Permanent Records" according to NFPA 72 to District, Architect, and authorities having jurisdiction. Format of the written sequence of operation shall be the optional input/output matrix.
 - a. Hard copies on paper to District, Architect, and authorities having jurisdiction.
 - b. Electronic media may be provided to Architect and authorities having jurisdiction.

1.08 QUALITY ASSURANCE

- A. Installer Qualifications: Personnel shall be trained and certified by manufacturer for installation of units required for this Project.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NEC Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.09 PROJECT CONDITIONS

- A. Interruption of Existing Fire Alarm Service: Do not interrupt fire alarm service to facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
 1. Notify Architect no fewer than fourteen days in advance of proposed interruption of fire alarm service.
 2. Do not proceed with interruption of fire alarm service without Architect's and District's written permission.

1.10 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Lamps for Remote Indicating Lamp Units: Quantity equal to 10 percent of amount installed, but not less than 1 unit.
 2. Lamps for Strobe Units: Quantity equal to 10 percent of amount installed, but not less than 1 unit.

3. Smoke, Fire, and Flame Detectors: Quantity equal to 10 percent of amount of each type installed, but not less than 1 unit of each type.
4. Detector Bases: Quantity equal to 2 percent of amount of each type installed, but not less than 1 unit of each type.
5. Keys and Tools: One extra set for access to locked and tamper proof components.
6. Audible and Visual Notification Appliances: One of each type installed.
7. Fuses: Two of each type installed in the system.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. New FACP and Equipment:
 - a. Siemens Cerberus Pro series
 - b. Approved equal
 2. Wire and Cable:
 - a. West Penn Wire/CDT; a division of Cable Design Technologies or equal.
 3. Audible and Visual Signals:
 - a. Siemens

2.02 FACP

- A. General Description:
 1. Modular, power-limited design with electronic modules, UL 864 listed.
 2. Addressable initiation devices that communicate device identity and status.
 - a. Smoke sensors shall additionally communicate sensitivity setting and allow for adjustment of sensitivity at the FACP.
 - b. Temperature sensors shall additionally test for and communicate the sensitivity range of the device.
 3. Addressable control circuits for operation of mechanical equipment.
- B. Alphanumeric Display and System Controls: Arranged for interface between human operator at the FACP and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.
 1. Annunciator and Display: Liquid-crystal type, three line(s) of 80 characters, minimum.
 2. Keypad: Arranged to permit entry and execution of programming, display, and control commands; and to indicate control commands to be entered into the system for control of smoke-detector sensitivity and other parameters.
- C. Circuits:
 1. Signaling Line Circuits: NFPA 72, Class B, Style 0.5.
 - a. System Layout: Install no more than 100 addressable devices on each signaling line circuit.
 2. Notification-Appliance Circuits: NFPA 72, Class B, Style Y.

3. Actuation of alarm notification appliances, emergency voice communications, annunciation, smoke control, elevator recall, and actuation of suppression systems shall occur within 20 seconds after the activation of an initiating device.
 4. Electrical monitoring for the integrity of wiring external to the FACP for mechanical equipment shutdown and magnetic door-holding circuits is not required, provided a break in the circuit will cause doors to close and mechanical equipment to shut down.
- D. Smoke-Alarm Verification:
1. Initiate audible and visible indication of an "alarm verification" signal at the FACP.
 2. Activate a listed and approved "alarm verification" sequence at the FACP and the detector.
 3. Record events by the system printer.
 4. Sound general alarm if the alarm is verified.
 5. Cancel FACP indication and system reset if the alarm is not verified.
- E. Notification-Appliance Circuit: Operation shall sound in a temporal pattern, complying with ANSI S3.41.
- F. Power Supply for Supervision Equipment: Supply for audible and visual equipment for supervision of the ac power shall be from a dedicated dc power supply, and power for the dc component shall be from the ac supply.
- G. Alarm Silencing, Trouble, and Supervisory Alarm Reset: Manual reset at the FACP and remote annunciators, after initiating devices are restored to normal.
1. Silencing-switch operation halts alarm operation of notification appliances and activates an "alarm silence" light. Display of identity of the alarm zone or device is retained.
 2. Subsequent alarm signals from other devices or zones reactivate notification appliances until silencing switch is operated again.
 3. When alarm-initiating devices return to normal and system reset switch is operated, notification appliances operate again until alarm silence switch is reset.
- H. Walk Test: A test mode to allow one person to test alarm and supervisory features of initiating devices. Enabling of this mode shall require the entry of a password. The FACP and annunciators shall display a test indication while the test is underway. If testing ceases while in walk-test mode, after a preset delay, the system shall automatically return to normal.
- I. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and control of changes in those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory, and make a print-out of the final adjusted values on the system printer.
- J. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, trouble, and supervisory signals to a remote alarm station through a digital alarm communicator transmitter and telephone lines.
- K. Service Modem: Ports shall be RS-232 for system printer and for connection to a dial-in terminal unit.
1. The dial-in port shall allow remote access to the FACP for programming changes and system diagnostic routines. Access by a remote terminal shall be by encrypted password algorithm.
- L. Printout of Events: On receipt of signal, print alarm, supervisory, and trouble events. Identify zone, device, and function. Include type of signal (alarm, supervisory, or trouble), and date and time of occurrence. Differentiate alarm signals from all other printed indications. Also print system reset event, including the same information for device, location, date, and time. Commands initiate the printing of a list of existing alarm, supervisory, and trouble conditions in the system and a historical log of events.

- M. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signal, supervisory and digital alarm communicator transmitter and digital alarm radio transmitter shall be powered by the 24-V dc source.
 - 1. The alarm current draw of the entire fire alarm system shall not exceed 80 percent of the power-supply module rating.
 - 2. Power supply shall have a dedicated circuit for this connection at the equipment indicated in the construction documents. Circuit shall be red in color and identified as "FIRE ALARM CONTROL CIRCUIT."
- N. Secondary Power: 24-V dc supply system with batteries and automatic battery charger and an automatic transfer switch.
 - 1. Batteries: Sealed lead calcium or Sealed, valve-regulated, recombinant lead acid.
 - 2. Battery and Charger Capacity: Comply with NFPA 72.
- O. Surge Protection:
 - 1. Install surge protection on normal ac power for the FACP and its accessories.
 - 2. Install surge protectors recommended by FACP manufacturer. Install on all system wiring external to the building housing the FACP.
- P. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.

2.03 MANUAL FIRE ALARM BOXES

- A. Description: UL 38 listed; finished in red with molded, raised-letter operating instructions in contrasting color. Station shall show visible indication of operation. Mounted on recessed outlet box; if indicated as surface mounted, provide manufacturer's surface back box.
 - 1. Single-action mechanism, breaking-glass or plastic-rod or pull-lever type. With integral addressable module, arranged to communicate manual-station status (normal, alarm, or trouble) to the FACP.
 - 2. Double-action mechanism requiring two actions to initiate an alarm, breaking-glass or plastic-rod or pull-lever type. With integral addressable module, arranged to communicate manual-station status (normal, alarm, or trouble) to the FACP.
 - 3. Station Reset: Key- or wrench-operated switch.
 - 4. Indoor Protective Shield: Factory-fabricated clear plastic enclosure, hinged at the top to permit lifting for access to initiate an alarm. Lifting the cover actuates an integral battery-powered audible horn intended to discourage false-alarm operation.
 - 5. Weatherproof Protective Shield: Factory-fabricated clear plastic enclosure, hinged at the top to permit lifting for access to initiate an alarm.

2.04 SYSTEM SMOKE DETECTORS

- A. General Description:
 - 1. UL 268 listed, operating at 24-V dc, nominal.
 - 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
 - 3. Multipurpose type, containing the following:
 - a. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
 - b. Piezoelectric sounder rated at 88 dBA at 10 feet (3 m) according to UL 464.

- c. Heat sensor, combination rate-of-rise and fixed temperature.
- 4. Plug-in Arrangement: Detector and associated electronic components shall be mounted in a plug-in module that connects to a fixed base. Provide terminals in the fixed base for connection of building wiring.
- 5. Self-Restoring: Detectors do not require resetting or readjustment after actuation to restore them to normal operation.
- 6. Integral Visual-Indicating Light: LED type. Indicating detector has operated and power-on status.
- 7. Remote Control: Unless otherwise indicated, detectors shall be analog-addressable type, individually monitored at the FACP for calibration, sensitivity, and alarm condition, and individually adjustable for sensitivity from the FACP.
 - a. Rate-of-rise temperature characteristic shall be selectable at the FACP for 15 or 20 deg F (8 or 11 deg C) per minute.
 - b. Fixed-temperature sensing shall be independent of rate-of-rise sensing and shall be settable at the FACP to operate at 135 or 155 deg F (57 or 68 deg C).
 - c. Provide multiple levels of detection sensitivity for each sensor.
- B. Photoelectric Smoke Detectors:
 - 1. Sensor: LED or infrared light source with matching silicon-cell receiver.
 - 2. Detector Sensitivity: Between 2.5 and 3.5 percent/foot (0.008 and 0.011 percent/mm) smoke obscuration when tested according to UL 268A.

2.05 HEAT DETECTORS

- A. General: UL 521 listed.
- B. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F (57 deg C) or rate-of-rise of temperature that exceeds 15 deg F (8 deg C) per minute, unless otherwise indicated.
 - 1. Mounting: Plug-in base, interchangeable with smoke-detector bases.
 - 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.
- C. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature of 190 deg F (88 deg C).
 - 1. Mounting: Adapter plate for outlet box mounting or Plug-in base, interchangeable with smoke-detector bases.
 - 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to the FACP.

2.06 NOTIFICATION APPLIANCES

- A. Description: Equipped for mounting as indicated and with screw terminals for system connections.
 - 1. Combination Devices: Factory-integrated audible and visible devices in a single-mounting assembly.
 - 2. Revise sound-level values in first four paragraphs below to comply with local interpretations of ADA requirements. See Editing Instruction No. 10 in the Evaluations.
- B. Horns: Electric-vibrating-polarized type, 24-V dc; with provision for housing the operating mechanism behind a grille. Horns shall produce a sound-pressure level of 90 dBA, measured 10 feet (3 m) from the horn.
- C. Speakers: All speakers shall operate on 70 VRMS or with field selectable output taps from 0.5 to 2.0 Watts. Speakers in corridors and public spaces shall produce a nominal sound output of 84 dBA at 10 feet. Frequency response shall be a minimum of 400 HZ to 4000 HZ. The back of each speaker shall be sealed to protect the speaker cone from damage and dust.

- D. Visible Alarm Devices: Xenon strobe lights listed under UL 1971, with clear or nominal white polycarbonate lens mounted on an aluminum faceplate. The word "FIRE" is engraved in minimum 1-inch- (25-mm-) high letters on the lens.
 - 1. Rated Light Output: candela as indicated on drawings.
 - 2. Strobe Leads: Factory connected to screw terminals.

2.07 FIREFIGHTERS' TWO-WAY TELEPHONE COMMUNICATION SERVICE

- A. Dedicated, two-way, supervised, telephone voice communication links between the FACP, the Fire Command Center, and remote firefighters' telephone stations. Supervised telephone lines shall be connected to talk circuits by controls in a control module. Provide the following:
 - 1. Common-talk type for firefighter use only.
 - 2. Selective-talk type for use by firefighters and fire wardens.
 - 3. Controls to disconnect phones from talk circuits if too many phones are in use simultaneously.
 - 4. Audible Pulse and Tone Generator, and High-Intensity Lamp: When a remote telephone is activated, it causes audible signal to sound and high-intensity lamp to flash.
 - 5. Selector panel controls simultaneous operation of telephones in selected zones and permits up to six phones to be operated simultaneously. Indicate ground faults and open or shorted telephone lines on the panel front by individual LEDs.
 - 6. Provide liquid-crystal digital display to indicate location of caller.
 - 7. Remote Telephone Cabinet: Flush or surface-mounted cabinet, as indicated, factory-standard red finish, with handset.
 - a. Install one-piece handset to cabinet with vandal-resistant armored cord. Silk-screened or engraved label on cabinet door, designating "Fire Warden Phone" or "Fire Emergency Phone."
 - b. With "break-glass" type door access lock.
 - 8. Remote Telephone Jack Stations: Single-gang, stainless-steel-plate mounted plug, engraved "Fire Warden Phone" or "Fire Emergency Phone."
 - 9. Handsets: Provide push-to-talk type sets with noise-canceling microphone. Provide 10 handsets stored in a cabinet adjacent to the FACP.

2.08 REMOTE ANNUNCIATOR

- A. Description: Duplicate annunciator functions of the FACP for alarm, supervisory, and trouble indications. Also duplicate manual switching functions of the FACP, including acknowledging, silencing, resetting, and testing.
 - 1. Mounting: Flush cabinet, NEMA 250, Class 1.
- B. Display Type and Functional Performance: Alphanumeric display same as the FACP. Controls with associated LEDs permit acknowledging, silencing, resetting, and testing functions for alarm, supervisory, and trouble signals identical to those in the FACP.

2.09 ADDRESSABLE INTERFACE DEVICE

- A. Description: Microelectronic monitor module listed for use in providing a system address for listed alarm-initiating devices for wired applications with normally open contacts.
- B. Integral Relay: Capable of providing a direct signal to the elevator controller to initiate elevator recall and to a circuit-breaker shunt trip for power shutdown.

2.10 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Listed and labeled according to UL 632.

- B. Functional Performance: Unit receives an alarm, supervisory, or trouble signal from the FACP, and automatically captures one or two telephone lines and dials a preset number for a remote central station. When contact is made with the central station(s), the signal is transmitted. The unit supervises up to two telephone lines. Where supervising 2 lines, if service on either line is interrupted for longer than 45 seconds, the unit initiates a local trouble signal and transmits a signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. When telephone service is restored, unit automatically reports that event to the central station. If service is lost on both telephone lines, the local trouble signal is initiated.
- C. Secondary Power: Integral rechargeable battery and automatic charger. Battery capacity is adequate to comply with NFPA 72 requirements.
- D. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

2.11 GUARDS FOR PHYSICAL PROTECTION

- A. Description: Welded wire mesh of size and shape for the manual station, smoke detector, gong, or other device requiring protection.
 - 1. Factory fabricated and furnished by manufacturer of the device.
 - 2. Finish: Paint of color to match the protected device.

2.12 WIRE AND CABLE

- A. Wire and cable for fire alarm systems shall be UL listed and labeled as complying with CEC, Article 760.
- B. Signaling Line Circuits: Twisted, shielded pair, No. 14 AWG or as indicated on drawings.
 - 1. Circuit Integrity Cable: Twisted shielded pair, CEC Article 760, Classification CI, for power-limited fire alarm signal service. UL listed as Type FPL, and complying with requirements in UL 1424 and in UL 2196 for a 2-hour rating.
- C. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation.
 - 1. Low-Voltage Circuits: No. 16 AWG, minimum.
 - 2. Line-Voltage Circuits: No. 12 AWG, minimum.

PART 3 EXECUTION

3.01 EQUIPMENT INSTALLATION

- A. Smoke or Heat Detector Spacing:
 - 1. Smooth ceiling spacing shall not exceed 30 feet (9 m) and the rating of the detector.
 - 2. Spacing of heat detectors for irregular areas, for irregular ceiling construction, and for high ceiling areas, shall be determined according to Appendix A in NFPA 72.
 - 3. Spacing of heat detectors shall be determined based on guidelines and recommendations in NFPA 72.
- B. HVAC: Locate detectors not closer than 3 feet (1 m) from air-supply diffuser or return-air opening.
- C. Single-Station Smoke Detectors: Where more than one smoke alarm is installed within a dwelling or suite, they shall be connected so that the operation of any smoke alarm causes the alarm in all smoke alarms to sound.
- D. Remote Status and Alarm Indicators: Install near each smoke detector and each sprinkler water-flow switch and valve-tamper switch that is not readily visible from normal viewing position.
- E. Audible Alarm-Indicating Devices: Install not less than 6 inches (150 mm) below the ceiling. Install bells and horns on flush-mounted back boxes with the device-operating mechanism concealed behind a grille.
- F. Visible Alarm-Indicating Devices: Install adjacent to each alarm bell or alarm horn and at least 6 inches (150 mm) below the ceiling.

- G. Device Location-Indicating Lights: Locate in public space near the device they monitor.
- H. FACP: Surface mount with tops of cabinets not more than 72 inches (1830 mm) above the finished floor.
- I. Annunciator: Install with top of panel not more than 72 inches (1830 mm) above the finished floor.

3.02 WIRING INSTALLATION

- A. Install wiring according to the following:
 - 1. NECA 1.
 - 2. TIA/EIA 568-A.
 - 3. NEC
- B. Wiring Method: Install wiring in metal raceway according to Section 260533.13 - Conduit for Electrical Systems
 - 1. Fire alarm circuits and equipment control wiring associated with the fire alarm system shall be installed in a dedicated raceway system. This system shall not be used for any other wire or cable.
- C. Wiring within Enclosures: Separate power-limited and non-power-limited conductors as recommended by manufacturer. Install conductors parallel with or at right angles to sides and back of the enclosure. Bundle, lace, and train conductors to terminal points with no excess. Connect conductors that are terminated, spliced, or interrupted in any enclosure associated with the fire alarm system to terminal blocks. Mark each terminal according to the system's wiring diagrams. Make all connections with approved crimp-on terminal spade lugs, pressure-type terminal blocks, or plug connectors.
- D. Cable Taps: Use numbered terminal strips in junction, pull, and outlet boxes, cabinets, or equipment enclosures where circuit connections are made.
- E. Color-Coding: Color-code fire alarm conductors differently from the normal building power wiring. Use one color-code for alarm circuit wiring and a different color-code for supervisory circuits. Color-code audible alarm-indicating circuits differently from alarm-initiating circuits. Use different colors for visible alarm-indicating devices. Paint fire alarm system junction boxes and covers red.
- F. Wiring to Remote Alarm Transmitting Device: 1-inch (25-mm) conduit between the FACP and the transmitter. Install number of conductors and electrical supervision for connecting wiring as needed to suit monitoring function.

3.03 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals according to Section 260553 - Identification for Electrical Systems.
- B. Install instructions frame in a location visible from the FACP.
- C. Paint power-supply disconnect switch red and label "FIRE ALARM."

3.04 GROUNDING

- A. Ground the FACP and associated circuits; comply with IEEE 1100. Install a ground wire from main service ground to the FACP.

3.05 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- C. Testing Agency: Engage a qualified testing and inspecting agency to perform the following field tests and inspections and prepare test reports:

- D. Perform the following field tests and inspections and prepare test reports:
 - 1. Before requesting final approval of the installation, submit a written statement using the form for Record of Completion shown in NFPA 72.
 - 2. Perform each electrical test and visual and mechanical inspection listed in NFPA 72. Certify compliance with test parameters. All tests shall be conducted under the direct supervision of a NICET technician certified under the Fire Alarm Systems program at Level III.
 - 3. Include the existing system in tests and inspections.
 - 4. Visual Inspection: Conduct a visual inspection before any testing. Use as-built drawings and system documentation for the inspection. Identify improperly located, damaged, or nonfunctional equipment, and correct before beginning tests.
 - 5. Testing: Follow procedure and record results complying with requirements in NFPA 72.
 - a. Detectors that are outside their marked sensitivity range shall be replaced.
 - 6. Test and Inspection Records: Prepare according to NFPA 72, including demonstration of sequences of operation by using the matrix-style form in Appendix A in CEC.

3.06 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project outside normal occupancy hours for this purpose.
- B. Follow-Up Tests and Inspections: After date of Substantial Completion, test the fire alarm system complying with testing and visual inspection requirements in NFPA 72. Perform tests and inspections listed for three monthly, and one quarterly, periods.
- C. Work in two paragraphs below is normally the responsibility of Owner. Retain one or both paragraphs if Owner needs additional time for inspections required by NFPA 72.
- D. Semiannual Test and Inspection: Six months after date of Substantial Completion, test the fire alarm system complying with the testing and visual inspection requirements in NFPA 72. Perform tests and inspections listed for monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- E. Annual Test and Inspection: One year after date of Substantial Completion, test the fire alarm system complying with the testing and visual inspection requirements in NFPA 72. Perform tests and inspections listed for monthly, quarterly, semiannual, and annual periods. Use forms developed for initial tests and inspections.

3.07 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain the fire alarm system, appliances, and devices. Refer to Division 01 Section "Demonstration and Training."

3.08 DOCUMENTATION

- A. Provide an NFPA Certificate of compliance to AHJ, the School District, Local Fire Marshal, and Architect.

END OF SECTION

R:\PROJECT\2024\04\030\SEQUIM SD HELEN HALLER ES FIRE ALARM REPLACEMENTS_CAD\04-030 FA-FRONT_2024-03-12 - RAY LOPEZ

ABBREVIATIONS

A	AMPERE	NEC	NATIONAL ELECTRICAL CODE
AF	AMPERE FRAME RATING (CIRCUIT BREAKER)	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
AFF	ABOVE FINISHED FLOOR	NEW (N)	NEW, TO BE FURNISHED AND INSTALLED BY CONTRACTOR
AFG	ABOVE FINISHED GRADE	NF	NON-FUSED
AFU	AMPERE FUSE RATING (FUSE)	NIC	NOT IN CONTRACT
AIC	AMPERE INTERRUPTING CAPACITY	NL	NIGHT LIGHT
AS	AMPERE SWITCH RATING (FUSE)	NO	NUMBER, NORMALLY OPEN
AT	AMPERE TRIP RATING (CIRCUIT BREAKER)	NTS	NOT TO SCALE
AWG	AMERICAN WIRE GAUGE	OC	ON CENTER
BKBD	BACKBOARD	OD	OUTSIDE DIAMETER
BLDG	BUILDING	PB	PULL BOX
BKR	BREAKER	PF	POWER FACTOR
C	CONDUIT	PNL	PANEL
CB	CIRCUIT BREAKER	POC	POINT OF CONNECTION
CKT	CIRCUIT	PP	POWER POLE
CFSD	COMBINATION FIRE SMOKE DAMPER	PWR	POWER
CO	CONDUIT ONLY	PVC	POLYVINYL CHLORIDE
CT	CURRENT TRANSFORMER	QUAD	QUADRUPLEX
CU	COPPER	QTY	QUANTITY
CL	CENTERLINE	RGS	RIGID GALVANIZED STEEL
DISC	DISCONNECT	RMC	RIGID METALLIC CONDUIT
DSBN	DISTRIBUTION SECTION	RM	ROOM
DN	DOWN	RNC	RIGID NONMETALLIC CONDUIT
DWG	DRAWING	SHT	SHEET
EA	EACH	SN	SOLID NEUTRAL
EC	ELECTRICAL CONTRACTOR	SPEC	SPECIFICATIONS
EGC	EQUIPMENT GROUNDING CONDUCTOR	SW	SWITCH
EM	EMERGENCY	SWBD	SWITCHBOARD
EMT	ELECTRICAL METALLIC TUBING	TC	TIME CLOCK
EXIST, (E)	EXISTING	TEL	TELEPHONE
F	FUSE	TERM	TERMINAL
FA	FIRE ALARM	TYP	TYPICAL
FACP	FIRE ALARM CONTROL PANEL	UGPS	UNDERGROUND PULL SECTION
FF	FINISHED FLOOR	UL	UNDERWRITERS LABORATORY
FG	FINISHED GRADE	UPS	UNINTERRUPTIBLE POWER SUPPLY
FLA	FULL LOAD CURRENT	UON	UNLESS OTHERWISE NOTED
GEC	GROUNDING ELECTRODE CONDUCTOR	V	VOLT, VOLTAGE
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	VA	VOLT-AMPERE
GFP	GROUND FAULT PROTECTION	W	WATT
GND	GROUND	WH	WATT-HOUR
GRC	GALVANIZED RIGID CONDUIT	WP	WEATHERPROOF
HOA	HAND-OFF-AUTOMATIC	WW	WIREWAY
HP	HORSE POWER	Z	IMPEDANCE
IG	ISOLATED/INSULATED GROUND	4W	FOUR-WIRE
ISC	SHORT CIRCUIT CURRENT AVAILABLE IN RMS SYMMETRICAL AMPERES	3W	THREE-WIRE
J-BOX	JUNCTION BOX	5S	JUNCTION BOX (4 11/16" SQUARED X2 1/8" DEEP)
KCMIL	THOUSAND CIRCULAR MILS	Ø	DIAMETER, PHASE
KW	KILOWATT	#	NUMBER
KV	KILO VOLT	°C	DEGREE CELSIUS
KVA	KILO VOLT-AMPERE	(E)	EXISTING DEVICE TO REMAIN
LCL	LONG CONTINUOUS LOAD	(R)	REMOVE EXISTING DEVICE AND ASSOCIATED CONDUIT AND WIRE
LTG	LIGHTING	(RL)	REMOVE EXISTING DEVICE AND RELOCATE AS SHOWN ON PLAN
LV	LOW VOLTAGE	(NL)	NEW LOCATION OF RELOCATED DEVICE
MFR	MANUFACTURER		
MAX	MAXIMUM		
MIN	MINIMUM		
MH	MANHOLE / METAL HALIDE		
MM	METER AND MAIN SECTION		
NC	NORMALLY CLOSED		

NOTE TO CONTRACTOR

FIRE ALARM DRAWINGS ARE DESIGN INTENT DOCUMENTS. CONTRACTOR TO PROVIDE FULL FIRE ALARM SHOP DRAWINGS FOR APPROVAL WITH LOCAL AHJ PRIOR TO COMMENCEMENT OF WORK. FIRE ALARM PACKAGE WILL BE PART OF A DEFERRED SUBMITTAL. REFER TO 'FIRE ALARM DEFERRED APPROVAL NOTES' ON THIS SHEET FOR ADDITIONAL INFORMATION.

FIRE ALARM WIRING SCHEDULE

DESIGNATION	WIRE/CONDUIT TYPE	MANUFACTURER PART NUMBER	APPLICATION
#D	16/2 UNSHIELDED TWISTED PAIRS (UTSP)	BELDEN OR EQUAL PART No. AS REQUIRED	DATA LINE (SLC LOOP)
#P	2 #12 THWN	-	POWER CIRCUIT
#S	2 #12 THWN	-	SIGNAL (STROBE) CIRCUIT
#A	2 #16 THWN SHIELDED	BELDEN OR EQUAL PART No. AS REQUIRED	AUDIBLE (SPEAKER) CIRCUIT

*NUMBER ADJACENT TO DESIGNATION INDICATES QUANTITY OF CIRCUIT.
(I.E. 2S INDICATES TWO 2/C #12 CABLES)
"U" DESIGNATES UNDERGROUND RATED CABLE

LEGEND AND SYMBOLS

SYMBOL	DESCRIPTION
	ABOVE CEILING CONCEALED JUNCTION BOX WITH COVER, PER NATIONAL ELECTRICAL CODE (NEC) TABLE 370-4(a), 4" SQUARE DEEP, WITH PLASTER RING.
	RECESSED WALL MOUNTED JUNCTION BOX WITH COVER, PER NATIONAL ELECTRICAL CODE (NEC) TABLE 370-4(a), 4" SQUARE DEEP, WITH PLASTER RING.
	BRANCH PANELBOARD, WALL MOUNTED, SEE PLANS AND SCHEDULE. (SURFACE MOUNTED)
	BRANCH PANELBOARD, WALL MOUNTED, SEE PLANS AND SCHEDULE. (RECESSED MOUNTED)
	CONDUIT TURNED DOWN
	CONDUIT TURNED UP
	CONDUIT STUBBED AND CAPPED
	RACEWAY CONCEALED IN WALLS OR ABOVE CEILING
	CONDUIT CONCEALED IN OR UNDER FLOOR, COORDINATE WITH G.C. OR BURIAL CONDUIT UNDERGROUND IN SCHEDULE -40 PVC UNLESS NOTED OTHERWISE. VERIFY DEPTH AND TRENCHING WITH G.C.
(E)	EXISTING DEVICE TO REMAIN
(R)	REMOVE EXISTING DEVICE AND ASSOCIATED CONDUIT AND WIRE
(RL)	REMOVE EXISTING DEVICE AND RELOCATE AS SHOWN ON PLAN
(NL)	NEW LOCATION OF RELOCATED DEVICE
	HOMERUN TO CIRCUITS #1 AND #3 IN PANEL "A". (CROSSMARKS INDICATE NUMBER OF PHASES AND NEUTRAL. PROVIDE GROUND WIRE.)
	EXISTING (DASH INDICATES) ELECTRICAL EQUIPMENT

FIRE ALARM DEFERRED APPROVAL NOTES

THE FIRE ALARM SYSTEM WORK SHALL NOT BE STARTED UNTIL THE DETAILED DRAWINGS, SPECIFICATIONS, AND ENGINEERING CALCULATIONS HAVE BEEN ACCEPTED AND SIGNED BY THE ARCHITECT IN GENERAL CHARGE OF DESIGN WHO HAS DELEGATED RESPONSIBILITY COVERING THE WORK SHOWN ON THE DRAWINGS AND SPECIFICATION, AND APPROVED BY THE FIRE MARSHAL HAVING JURISDICTION.

THE FIRE ALARM SYSTEM SHALL MEET THE CONTRACT DOCUMENT REQUIREMENTS. FIRE ALARM SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT WITHIN 7 CALENDAR DAYS AFTER NOTICE TO PROCEED. THE FIRE ALARM SHOP DRAWINGS SHALL CONTAIN THE FOLLOWING INFORMATION:

- A FIRE ALARM SYSTEM IS REQUIRED IN ACCORDANCE WITH WAC TITLE 51, AND SHALL CONFORM TO NEC, ARTICLE 760.
- INDICATE WHAT TYPE OF FIRE ALARM SYSTEM IS BEING PROVIDED IN ACCORDANCE WITH NEC, ARTICLE 760, SEC. 760-1.
- PROVIDE CATALOG DATA, CSFM LISTING NUMBER, AND MODEL NUMBER FOR EVERY FIRE ALARM SYSTEM COMPONENT.
- PROVIDE SINGLE LINE, RISER, AND POINT-TO-POINT WIRING DIAGRAMS.
- AN EMERGENCY WARNING SYSTEM WITH VISUAL STROBE DEVICES IS REQUIRED FOR THE HEARING IMPAIRED.
- INDICATE THE CONDUIT SIZES, QUANTITY AND TYPE OF CONDUCTORS, AND WHETHER THE SYSTEM IS POWER LIMITED OR NON-POWER LIMITED.
- PROVIDE BATTERY CALCULATIONS FOR THE ENTIRE SYSTEM (24 HOUR STANDBY, 15 MINUTE ALARM TIME).
- PROVIDE FLOOR PLANS SHOWING LOCATIONS OF ALL FIRE ALARM EQUIPMENT. INTERCONNECT WIRING, REMOTE POWER SUPPLIES, AND ANNUNCIATORS.
- PROVIDE VOLTAGE DROP CALCULATIONS FOR ALL SIGNAL CIRCUITS.

FIRE ALARM NOTE:
REFER TO SHEETS FA-2.1 THRU FA-2.5 FOR APPROXIMATE LOCATIONS AND QUANTITIES OF FIRE ALARM DEVICES AND EQUIPMENT. EXACT LOCATIONS AND QUANTITIES SHALL BE VERIFIED WITH THE AUTHORITY HAVING JURISDICTION PRIOR TO CONSTRUCTION AND SHALL BE PART OF THIS PROJECT.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
FA-0.1	FIRE ALARM LEGENDS & NOTES
FA-0.2	FIRE ALARM NOTES
FA-0.3	FIRE ALARM RISER DIAGRAM
FA-1.1	FIRE ALARM SITE PLAN
FA-2.1	FIRE ALARM PLAN - BUILDING A
FA-2.2	FIRE ALARM PLAN - BUILDING B
FA-2.3	FIRE ALARM PLAN - BUILDING C
FA-2.4	FIRE ALARM PLAN - OFFICE BUILDING D
FA-2.5	FIRE ALARM PLAN - PORTABLE BUILDINGS
FA-3.1	FIRE ALARM DETAILS

FIRE ALARM EQUIPMENT LIST

SYMBOL	MFG.	PART NO.	DESCRIPTION	REMARKS
FACP	-	-	ADDRESSABLE FIRE ALARM CONTROL PANEL W/ KEYPAD LCD DISPLAY, BUILT-IN DIGITAL COMMUNICATOR	
FAPS	-	-	FIRE ALARM REMOTE POWER SUPPLY WITH (4) NOTIFICATION APPLIANCE CIRCUITS	
-	-	-	ADDRESSABLE MANUAL FIRE ALARM PULL STATION	
	-	-	ADDRESSABLE PHOTOELECTRIC SMOKE DETECTOR WITH BASE	
	-	-	ADDRESSABLE HEAT DETECTOR WITH BASE	
	150cd 300cd 750cd 1100cd	-	WALL MOUNTED FIRE ALARM MULTI-CANDELA STROBE - RED	
	150cd 300cd 750cd 1100cd	-	CEILING MOUNTED FIRE ALARM MULTI-CANDELA STROBE - WHITE	
	150cd 300cd 750cd 1100cd	-	WALL MOUNTED FIRE ALARM MULTI-CANDELA COMBINATION SPEAKER/STROBE - RED	SPEAKER SHALL HAVE THE POWER TAP SETTING AT 1/2W U.O.N.
	150cd 300cd 750cd 1100cd	-	CEILING MOUNTED FIRE ALARM MULTI-CANDELA COMBINATION SPEAKER/STROBE - WHITE	SPEAKER SHALL HAVE THE POWER TAP SETTING AT 1/2W U.O.N.
	-	-	WALL MOUNTED FIRE ALARM SPEAKER - RED	SPEAKER SHALL HAVE THE POWER TAP SETTING AT 2W U.O.N.
	-	-	WEATHERPROOF WALL MOUNTED FIRE ALARM SPEAKER - RED	SPEAKER SHALL HAVE THE POWER TAP SETTING AT 2W U.O.N.
	-	-	ADDRESSABLE MONITOR MODULE	
	-	-	ADDRESSABLE RELAY MODULE	
FATC	-	-	FIRE ALARM TERMINAL CABINET 24" L x 24" W x 6" D	

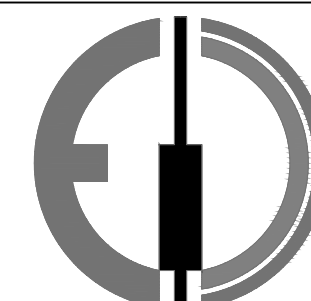
FIRE ALARM SYSTEM IS ADDRESSABLE. NAC CIRCUITS SHALL BE SYNCHRONIZED PER FLOOR.

SCOPE OF WORK:
PROVIDE A COMPLETE MANUAL FIRE ALARM SYSTEM WITH SUPPLEMENTAL SMOKE DETECTION AND VOICE EVACUATION IN ACCORDANCE TO 2016 NFPA-72 AND WAC, TITLE 51, PART 50, SECTION 907.2.3; 907.5.2.2.

APPLICABLE CODES

- BUILDING CODE: 2018 INTERNATIONAL BUILDING CODE WITH WASHINGTON STATE AMENDMENTS
 - MECHANICAL CODE: 2018 INTERNATIONAL MECHANICAL CODE WITH WASHINGTON STATE AMENDMENTS
 - ELECTRICAL CODE: 2020 NATIONAL ELECTRICAL CODE (NFPA 70 - 2020) INC. ANNEX A, B, AND C
 - FIRE/LIFE SAFETY: 2018 INTERNATIONAL FIRE CODE WITH WASHINGTON STATE AMENDMENTS
 - ADA AND ACCESSIBILITY GUIDELINES (LATEST EDITION)
- PARTIAL LIST OF APPLICABLE STANDARDS
- | | | |
|----------|---|--------------|
| NFPA 72 | NATIONAL FIRE ALARM AND SIGNALING CODE | 2016 EDITION |
| NFPA 90A | STANDARD FOR THE INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS | 2015 EDITION |
| UL 464 | AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ACCESSORIES | 2003 EDITION |
| UL 521 | STANDARD FOR HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS | 1999 EDITION |
| UL 1971 | STANDARD FOR SIGNALING DEVICES FOR THE HEARING IMPAIRED | 2002 EDITION |

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ALL IDEAS, DESIGNS AND ARRANGEMENTS INDICATED ON THESE DRAWINGS ARE THE PROPERTY OF DESIGN WEST ENGINEERING, INC. AND ARE INTENDED TO BE USED IN CONNECTION WITH THIS SPECIFIC PROJECT ONLY AND SHALL NOT OTHERWISE BE USED FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THERE SHALL BE NO CHANGES OR DEVIATIONS FROM THESE DRAWINGS OR ACCOMPANYING SPECIFICATIONS WITHOUT THE WRITTEN CONSENT OF DESIGN WEST ENGINEERING.

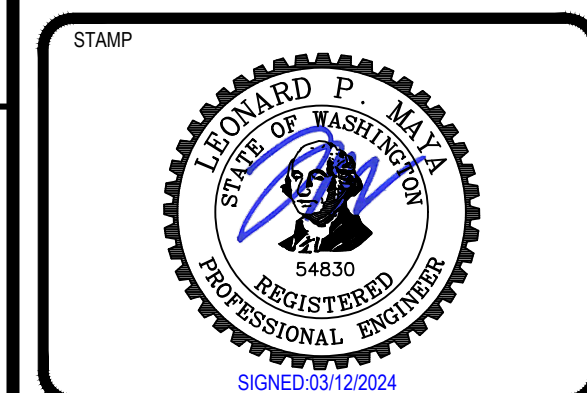
ISSUE DATE:

02/16/2024	LM	50% DESIGN REVIEW
02/27/2024	LM	95% DESIGN REVIEW
03/12/2024	LM	BID SET

DATE	BY	ISSUE FOR
REVISION:		
1		
2		
3		
4		
5		
NUM.	DATE	BY

CONSULTANT

PROJECT TITLE:
**Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382**



SHEET TITLE:
FIRE ALARM LEGENDS & NOTES

DESIGNED BY	RL	SHEET NO.
DRAWN BY	RL	FA-0.1
CHECKED BY	LM	
DATE	02/12/2024	
SCALE	AS NOTED	
JOB NO.	24-030	

R:\PROJECT\2024\04\0301 SEQUIM SD HELEN HALLER ES FIRE ALARM REPLACEMENTS CAD\04-0301 FA-FRONT - 2024-03-12 - RAY LOPEZ

FIRE ALARM NOTES

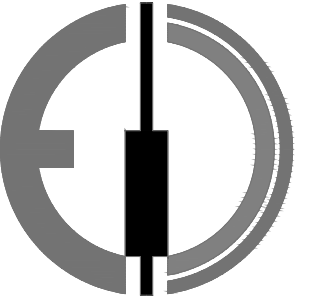
- PROVIDE AND INSTALL ALL FIRE ALARM INITIATING AND NOTIFICATION DEVICES INCLUDING, BUT NOT LIMITED TO, SPEAKERS AND STROBES IN ACCORDANCE WITH NFPA 72 (2016) REQUIREMENTS.
- SHOP DRAWING DESIGN SHALL BE BY A NICET LEVEL III OR IV FIRE ALARM TECHNICIAN OR A REGISTERED FIRE PROTECTION ENGINEER. INSTALLATION SHALL BE ACCOMPLISHED BY AN ELECTRICAL CONTRACTOR WITH A MINIMUM OF FIVE YEARS EXPERIENCE IN THE INSTALLATION OF FIRE ALARM SYSTEMS.
- ALL CONDUCTORS WHICH ARE TERMINATED, SPLICED, OR OTHERWISE INTERRUPTED IN ANY ENCLOSURE, CABINET, MOUNTING OR JUNCTION BOX SHALL BE CONNECTED TO TERMINAL BLOCKS. USE OF WIRE NUTS IS PROHIBITED.
- INSTALL ALL CONDUCTORS IN RIGID METAL CONDUIT OR ELECTRICAL METALLIC TUBING, WITH A MINIMUM DIAMETER OF 19 MM. RUN CONDUIT OR TUBING CONCEALED UNLESS SPECIFICALLY SHOWN OTHERWISE ON THE DRAWINGS. ALL WIRING FOR THE FIRE ALARM SYSTEM MUST BE INSTALLED IN SEPARATE CONDUIT. NO OTHER BUILDING WIRING IS PERMITTED IN CONDUIT THAT CONTAINS FIRE ALARM WIRING.
- PRELIMINARY TESTING: CONDUCT PRELIMINARY TESTS TO ENSURE THAT ALL DEVICES AND CIRCUITS ARE FUNCTIONING PROPERLY. AFTER PRELIMINARY TESTING IS COMPLETE, PROVIDE A LETTER CERTIFYING THAT THE INSTALLATION IS COMPLETE AND FULLY OPERABLE. THE LETTER SHALL STATE THAT EACH INITIATING AND NOTIFICATION DEVICE WAS TESTED IN PLACE AND FUNCTIONED PROPERLY. THE LETTER SHALL INCLUDE THE NAMES AND TITLES OF THE WITNESSES TO THE PRELIMINARY TESTS. THE CONTRACTOR AND AN AUTHORIZED REPRESENTATIVE FROM EACH SUPPLIER OF EQUIPMENT SHALL BE IN ATTENDANCE AT THE PRELIMINARY TESTING TO MAKE NECESSARY ADJUSTMENTS.
- FINAL TESTING: NOTIFY THE DISTRICT IN WRITING WHEN THE SYSTEM IS READY FOR FINAL ACCEPTANCE TESTING. SUBMIT THE REQUEST FOR TESTING AT LEAST 15 CALENDAR DAYS PRIOR TO TEST DATE. THE FINAL TESTS SHALL BE WITNESSED BY THE IOR/AHJ. AT THIS TIME, ANY AND ALL REQUIRED TESTS SHALL BE REPEATED AT THE DISCRETION OF THE GOVERNMENT.
- SUBMIT AS-BUILT DRAWINGS TO THE DISTRICT UPON COMPLETION OF THE PROJECT. THESE DRAWINGS SHALL INDICATE CHANGES FROM THE ORIGINAL LAYOUT, MARKED IN RED.
- ALL INITIATING DEVICES MUST BE SUPERVISED AT THE ANNUNCIATOR PANEL(S) AND CONTROLLED BY THE FIRE ALARM CONTROL PANEL (FACP).
- EXPOSED CONDUIT BELOW CEILING SHALL NOT BE ACCEPTED. WIRING SHALL BE IN SURFACE MOUNT WIREMOLD IF NECESSARY BELOW CEILING ONLY WITH DISTRICTS WRITTEN APPROVAL.
- ALL TERMINATIONS IN JUNCTION BOXES, PULL BOXES AND TERMINAL CABINETS SHALL BE ON BOX MOUNTED TERMINAL BLOCKS. DO NOT USE WIRE NUTS FOR SPLICING. DO NOT SPLICE WIRES IN ANY BOXES.
- ALL FIRE ALARM WIRING MUST TEST FREE OF OPENS, SHORTS AND GROUNDS.
- CONDUIT AND JUNCTIONBACK BOXES ARE NOT TO BE USED FOR UNRELATED WIRING.
- PENETRATIONS OF PIPES, CONDUITS, ETC., IN WALLS REQUIRING PROTECTED OPENINGS SHALL BE FIRE STOPPED. FIRE STOP MATERIAL SHALL BE A TEST ASSEMBLY ACCEPTABLE TO LOCAL FIRE MARSHALL.
- EVERY ALARM SIGNALING DEVICE INSTALLED SHALL BE OF THE SAME BASIC TYPE (BELLS, HORNS, CHIMES, SPEAKERS, ETC.) AS ALL OTHER SIGNALING DEVICES IN THE FACILITY. (EXCEPTION: ANY SIGNALING DEVICES REQUIRED FOR THE DEAF OR HEARING IMPAIRED) (NFPA PAMPHLET 72).
- AFTER THE SYSTEM IS COMPLETED, ALL ADDRESSABLE DEVICES SHALL BE PROGRAMMED AT THE FACP ACCORDING TO THE ACTUAL BUILDING ROOM NUMBER OR LOCATION DESCRIPTIONS AS INDICATED BY THE DISTRICT.
- EQUIPMENT AND MATERIALS SHALL BE LISTED, LABELED AND INSTALLED PER RECOGNIZED ELECTRICAL TESTING LABORATORY.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE TYPE OF CEILING CONSTRUCTION AND TO PROVIDE THE PROPER TYPE OF BOX MOUNTING AND SUPPORT FOR FIRE ALARM INITIATION DEVICES.
- CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL WALL OUTLET BOXES FOR SPEAKER/STROBES, FIRE ALARM PULL STATIONS, ETC. WITH CABINETS, FURNITURE, EQUIPMENT ETC., TO AVOID CONFLICT.

HAZARDOUS MATERIALS NOTE

- HAZARDOUS MATERIALS ARE PRESENT IN CONSTRUCTION AFFECTED BY REMOVAL AND DISMANTLING WORK. A REPORT ON THE PRESENCE OF HAZARDOUS MATERIALS IS ON FILE FOR REVIEW AND USE. EXAMINE REPORT TO BECOME AWARE OF LOCATIONS WHERE HAZARDOUS MATERIALS ARE PRESENT.
 - HAZARDOUS MATERIAL REMEDIATION SHALL BE COORDINATED WITH SCHOOL DISTRICT.
 - DO NOT DISTURB HAZARDOUS MATERIALS OR ITEMS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS, EXCEPT UNDER PROCEDURES SPECIFIED BY SCHOOL DISTRICT.
 - IF UNANTICIPATED ASBESTOS IS SUSPECTED, STOP WORK IN THE AREA OF POTENTIAL HAZARD, SHUT OFF FANS AND OTHER AIR HANDLERS VENTILATING THE AREA, AND ROPE OFF AREA UNTIL THE QUESTIONABLE MATERIAL IS IDENTIFIED. RESUME WORK IN THE AREA OF CONCERN AFTER SAFE WORKING CONDITIONS ARE VERIFIED.
 - ABATEMENT OF "HOT" WALLS WILL BE REQUIRED FOR ANY NEW CONCRETE WALL PENETRATIONS. COORDINATE WITH DISTRICT FOR SELECTIVE ABATEMENT REQUIREMENTS.

DEMOLITION NOTES

- THE CONTRACTOR SHALL VISIT THE PROJECT SITE AND MAKE THEMSELVES COMPLETELY FAMILIAR WITH THE EXISTING INSTALLED CONDITIONS. A FIELD SURVEY VERIFICATION IS MANDATORY IN ORDER TO SUBMIT AN ELECTRICAL BID, FAILURE TO DO SO SHALL NOT RELIEVE THIS CONTRACTOR FROM PERFORMING THE WORK OF THIS CONTRACT.
- ALL EQUIPMENT OR WORK REQUIRED TO CARRY OUT THE DEMOLITION SCOPE OF WORK IS CONSIDERED TO BE PART OF THE CONTRACTOR SCOPE OF WORK. NO EXTRAS WILL BE CONSIDERED TO PERFORM THE REQUIRED WORK.
- DEMOLISH/PATCH/REPAIR/REPLACE AS REQUIRED. ALL EXISTING CONSTRUCTION, FINISHES, LANDSCAPING, AND SITE CONSTRUCTION AFFECTED BY NEW WORK TO MATCH EXISTING ADJACENT CONSTRUCTION COMPLETE. PREPARE & PAINT AFFECTED SURFACES AS REQUIRED. ENTIRE SURFACE PLANE, UNLESS NOTED OTHERWISE.
- EXISTING ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, CIVIL, OR LANDSCAPE COMPONENTS INCLUDING BUT NOT LIMITED TO SITE PAVING, CURBS, CONCRETE WALKWAYS, PLANTERS/PLANTING/TREES, AND UNDERGROUND UTILITIES TO REMAIN UNLESS NOTED OTHERWISE. COMPONENTS TO REMAIN WHICH ARE REMOVED BY CONTRACTOR IN THE PERFORMANCE OF THE SCOPE OF WORK FOR ANY REASON ARE TO BE REPLACED TO MATCH EXISTING AT CONTRACTOR'S EXPENSE.
- PATCH AND REPAIR SUBSTRATE AND/OR FINISHES TO MATCH EXISTING WHERE EACH MECHANICAL, ELECTRICAL OR ARCHITECTURAL COMPONENT IS REMOVED, ADDED OR REPLACED.
- REMOVE, STORE, CLEAN AND PROTECT EXISTING FURNISHINGS, EQUIPMENT, CABINETS, ETC. AS REQUIRED TO PERFORM SCOPE OF WORK. PATCH, REPAIR, PAINT, REINSTALL OR REPLACE AS REQUIRED TO MATCH EXISTING.
- VERIFY ALL PAINT COLOR SELECTIONS WITH DISTRICT PROJECT MANAGER PRIOR TO APPLICATION.
- CORE DRILL/SAWCUT/DISPOSE/TRENCH EXISTING ASPHALT PAVING, CONCRETE PAVING, GRADE AND BUILDING/SITE CONSTRUCTION AS REQUIRED FOR NEW SCOPE OF WORK AS SHOWN ON DRAWINGS. PATCH, REPAIR, REPLACE AND PAINT ASPHALT PAVING, CONCRETE PAVING, GRADE AND BUILDING/SITE CONSTRUCTION AS REQUIRED TO MATCH EXISTING. FLUSH WITH ADJACENT EXISTING CONDITION. SEE SPECIFICATIONS. PROVIDE RE-STRIPING AND/OR MODIFY AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION. VERIFY NEW STRIPING WITH DISTRICT PRIOR TO APPLICATION.
- SUCCESSFUL BIDDER SHALL REQUEST THE DISTRICT TO FURNISH A SET OF AVAILABLE "RECORD DRAWINGS". CONTRACTOR SHALL USE DRAWINGS AS GENERAL GUIDELINE TO GENERALLY LOCATE EXISTING UNDERGROUND UTILITY LINES (ELECTRIC CONDUITS, PIPING, SPRINKLER LINES, SEWER LINES, ETC.). CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL LINES IN FIELD PRIOR TO TRENCHING. USE ELECTRONIC LOCATING DEVICES, USE DIG ALERT SERVICE, ETC. INCLUDE THIS LOCATING WORK IN BID. BE RESPONSIBLE FOR REPAIRING ANY DAMAGED LINES.
- INCLUDE ALL DEMOLITION WORK AS PART OF THIS CONTRACT. DEMOLITION SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING: FIRE ALARM SYSTEM.
 - EXISTING FIRE ALARM SYSTEM MUST REMAIN IN OPERATION UNTIL NEW SYSTEM IS COMPLETE, APPROVED AND OPERATIONAL. DURING CONSTRUCTION, "PROVIDE 24 HOUR FIRE WATCH" PER WAFD CHAPTER 33. FIRE WATCH FOR IMPAIRMENT OF SYSTEM. SHOULD EXISTING SYSTEM NEED TO BE INTERRUPTED, EXISTING FA SYSTEM TO BE DEMOLISHED. DEMOLITION SHALL INCLUDE: REMOVAL OF ALL DEVICES-PULL STATIONS, BELLS, SWITCHES, DETECTORS, ETC. PROVIDE BLANK COVER PLATES ON ALL EXISTING BOXES WITH DEVICES REMOVED. PATCH AND PAINT WALLS AND CEILING AS REQUIRED. REMOVAL OF ALL WIRES IN EXISTING CONDUITS TO EXISTING DEVICES. REMOVAL OF ALL WIRES INCLUDE WIRES IN CONDUITS BETWEEN BUILDINGS AND WITHIN BUILDINGS.
 - ANY DAMAGE CAUSED BY DEMOLITION OPERATIONS TO ADJACENT FACILITIES SHALL BE PROMPTLY REPAIRED AT NO ADDITIONAL COST TO THE OWNER. ALL ITEMS MOVED OR TEMPORARILY DISASSEMBLED SHALL BE REPLACED OR REASSEMBLED TO AT LEAST THE CONDITION IN LIKE QUALITY PRIOR TO REMOVAL OR DISASSEMBLY.
 - ALL ABANDONED CIRCUITS AND WIRING SHOULD BE REMOVED COMPLETELY RATHER THAN LABELED, THIS WILL ELIMINATE ANY CONFUSION WHEN TROUBLE SHOOTING AT LATER DATE.
 - EXISTING FIRE ALARM CONTROL PANELS REMOVED FROM THE PROJECT SHOULD BE RETURNED TO THE DISTRICTS MAINTENANCE AND OPERATIONS AREA FOR SALVAGE. ALL OTHER FIRE ALARM COMPONENTS SHALL BE DEMOLISHED.
 - ALL DEMOLITION SHALL COMPLY WITH CH 9 WABC AND CH 9 & 33 WAFD.
 - CONTRACTOR SHALL PROVIDE A DIGITAL PHOTOGRAPH IN .JPG (JPEG, JOINT PHOTOGRAPHIC EXPERT GROUP) FORMAT OF ALL AREAS WHERE DEMOLITION OR EXCAVATION WILL REQUIRE REPLACEMENT, PRIOR TO BEGINNING DEMOLITION. CONTRACTOR SHALL USE DIGITAL PHOTOGRAPHS AS GUIDELINE TO RETURN THE AFFECTED AREA TO THE ORIGINAL CONDITION.
 - PERFORM THE NECESSARY DEMOLITION WORK WITH GREAT CARE AND WITH SMALL TOOLS IN ORDER NOT TO JEOPARDIZE EXISTING STRUCTURE AND EQUIPMENT TO REMAIN.
 - COORDINATE THE DEMOLITION WORK AND NEW CONSTRUCTION TO PERMIT CONTINUED OPERATION OF ALL FACILITIES NECESSARY TO BE KEPT IN OPERATION.



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ISSUE DATE:			
02/16/2024	LM		50% DESIGN REVIEW
02/27/2024	LM		95% DESIGN REVIEW
03/12/2024	LM		BID SET

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CONSULTANT

PROJECT TITLE

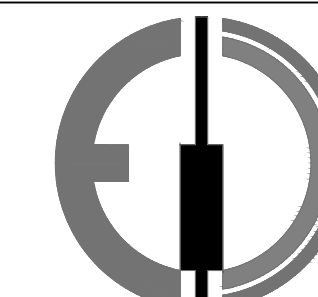
PROJECT FOR:
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382



SHEET TITLE
FIRE ALARM NOTES

DESIGNED BY	RL	SHEET NO.	
DRAWN BY	RL		
CHECKED BY	LM		
DATE	02/12/2024		
SCALE	AS NOTED		
JOB NO.	24-030		

FA-0.2



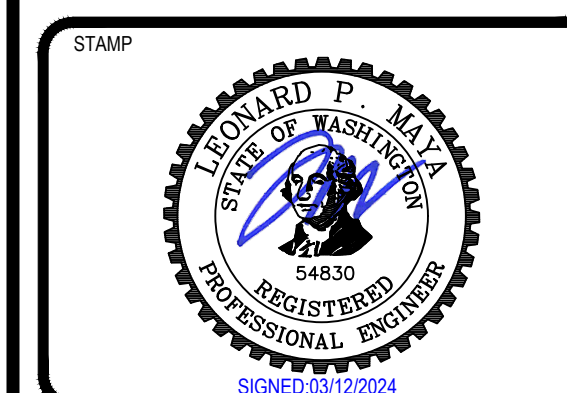
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CONSULTANT

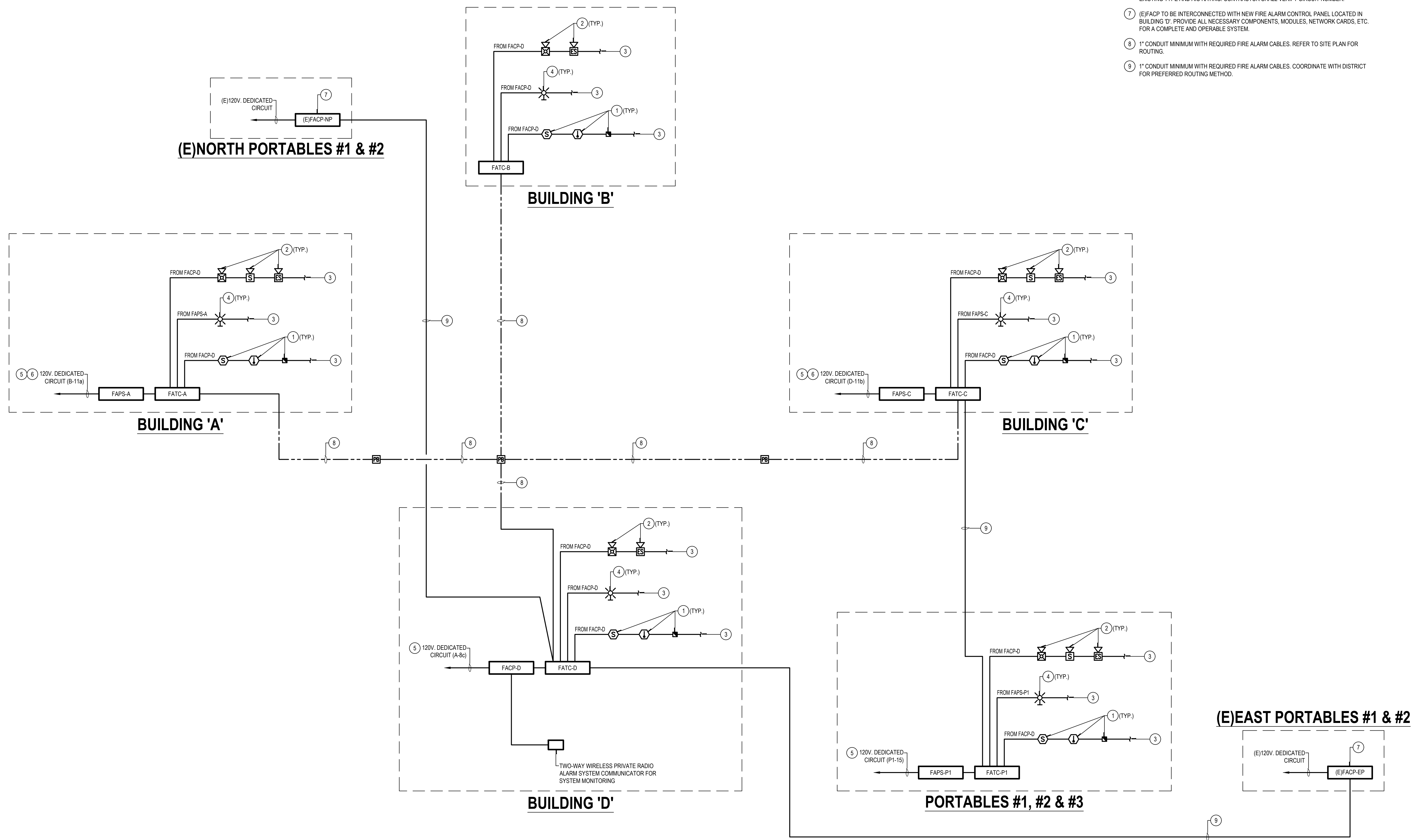
PROJECT TITLE
**Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382**



SHEET TITLE
FIRE ALARM RISER DIAGRAM

DESIGNED BY	RL	SHEET NO.
DRAWN BY	RL	
CHECKED BY	LM	FA-0.3
DATE	02/12/2024	
SCALE	AS NOTED	
JOB NO.	24-000	

- KEYNOTES:**
- 1 PROVIDE AND INSTALL INITIATION DEVICES AS REQUIRED BY CODE. REFER TO PLANS FOR MINIMUM REQUIREMENTS.
 - 2 PROVIDE AND INSTALL AUDIBLE NOTIFICATION DEVICES AS REQUIRED BY CODE. REFER TO PLANS FOR MINIMUM REQUIREMENTS.
 - 3 TO NEXT DEVICE AS REQUIRED.
 - 4 PROVIDE AND INSTALL VISUAL NOTIFICATION DEVICES AS REQUIRED BY CODE. REFER TO PLANS FOR MINIMUM REQUIREMENTS.
 - 5 CIRCUIT BREAKER SHALL BE "LOCKED-ON" WITH APPROVED LOCKING DEVICE, MARKED RED AND LABELED AS "FIRE ALARM CONTROL CIRCUIT".
 - 6 PROVIDE A 20A, 1 POLE CIRCUIT BREAKER AT EXISTING PANEL. BREAKER TO MATCH EXISTING TYPE AND AIC RATING. CONTRACTOR SHALL VERIFY CIRCUIT NUMBER.
 - 7 (E)FACP TO BE INTERCONNECTED WITH NEW FIRE ALARM CONTROL PANEL LOCATED IN BUILDING 'D'. PROVIDE ALL NECESSARY COMPONENTS, MODULES, NETWORK CARDS, ETC. FOR A COMPLETE AND OPERABLE SYSTEM.
 - 8 1" CONDUIT MINIMUM WITH REQUIRED FIRE ALARM CABLES. REFER TO SITE PLAN FOR ROUTING.
 - 9 1" CONDUIT MINIMUM WITH REQUIRED FIRE ALARM CABLES. COORDINATE WITH DISTRICT FOR PREFERRED ROUTING METHOD.



FIRE ALARM RISER DIAGRAM

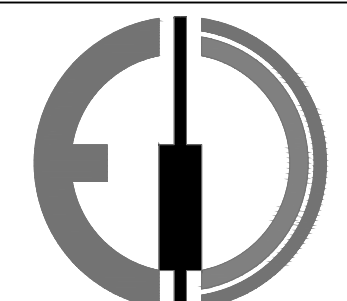
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GENERAL NOTES

1. EXTERIOR SPEAKERS SHOWN ON THIS SHEET ARE FOR REFERENCE ONLY. SEE BUILDING FIRE ALARM PLANS FOR QUANTITIES AND LOCATIONS OF ALL DEVICES, TYPICAL U.O.N.

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CONSTRUCTION NOTES

1. PULLBOX AND CONDUIT PATHWAYS TO BE MOUNTED ON THE UNDERSIDE OF CANOPY. TYPICAL U.O.N.
2. PENETRATE BUILDING IN ACCESSIBLE CEILING OR ATTIC SPACE. SEAL ALL PENETRATIONS.
3. COORDINATE WITH DISTRICT FOR PREFERRED METHOD OF ROUTING FIRE ALARM CONDUIT AND WIRING TO PORTABLE BUILDING FIRE ALARM CONTROL PANEL FOR EQUIPMENT INTERCONNECTION.
4. COORDINATE WITH DISTRICT FOR PREFERRED METHOD OF ROUTING FIRE ALARM CONDUIT AND WIRING TO PORTABLE BUILDING FIRE ALARM POWER SUPPLY AND ADJACENT PORTABLES #2 & #3.

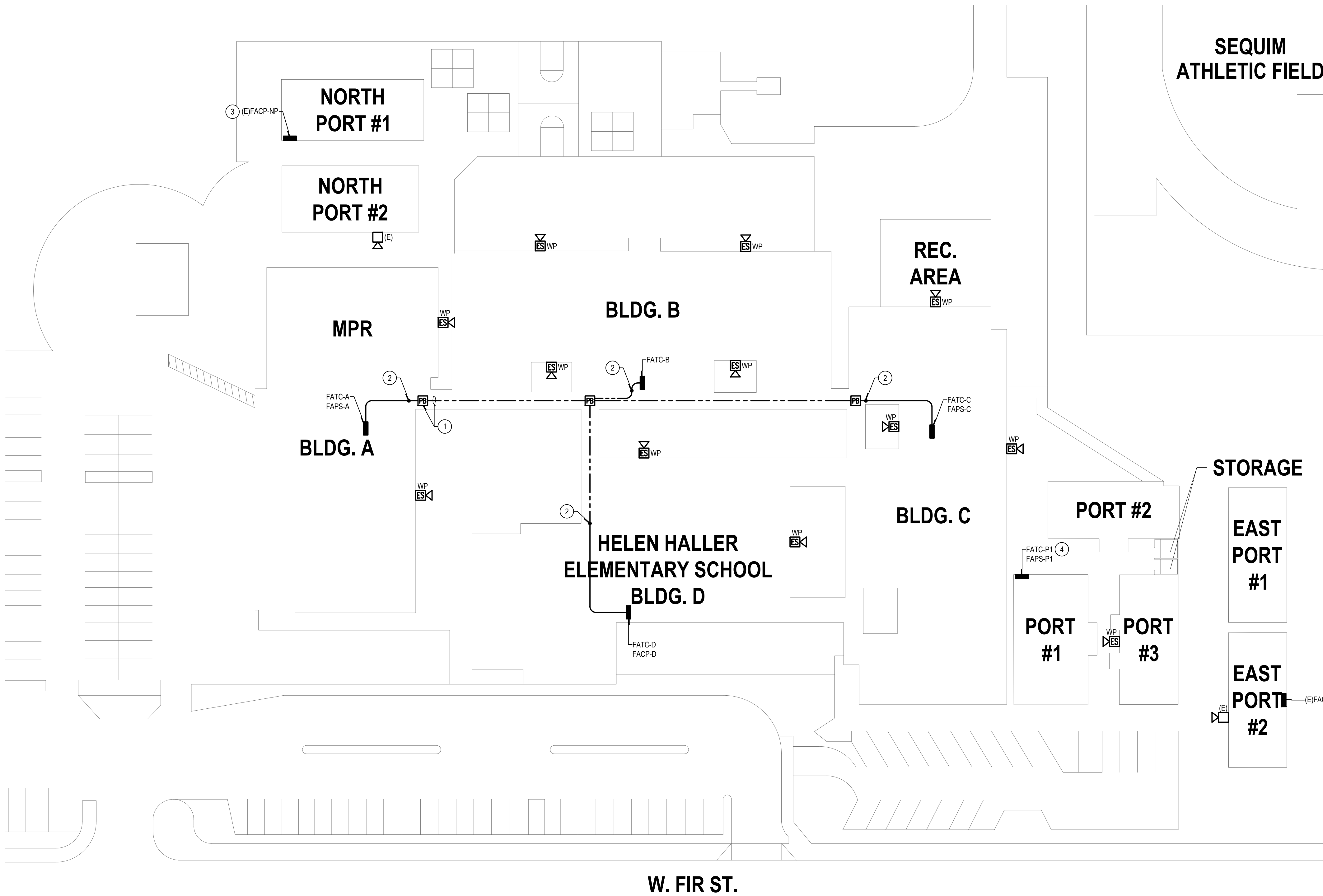
PROJECT TITLE

PROJECT FOR:
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382

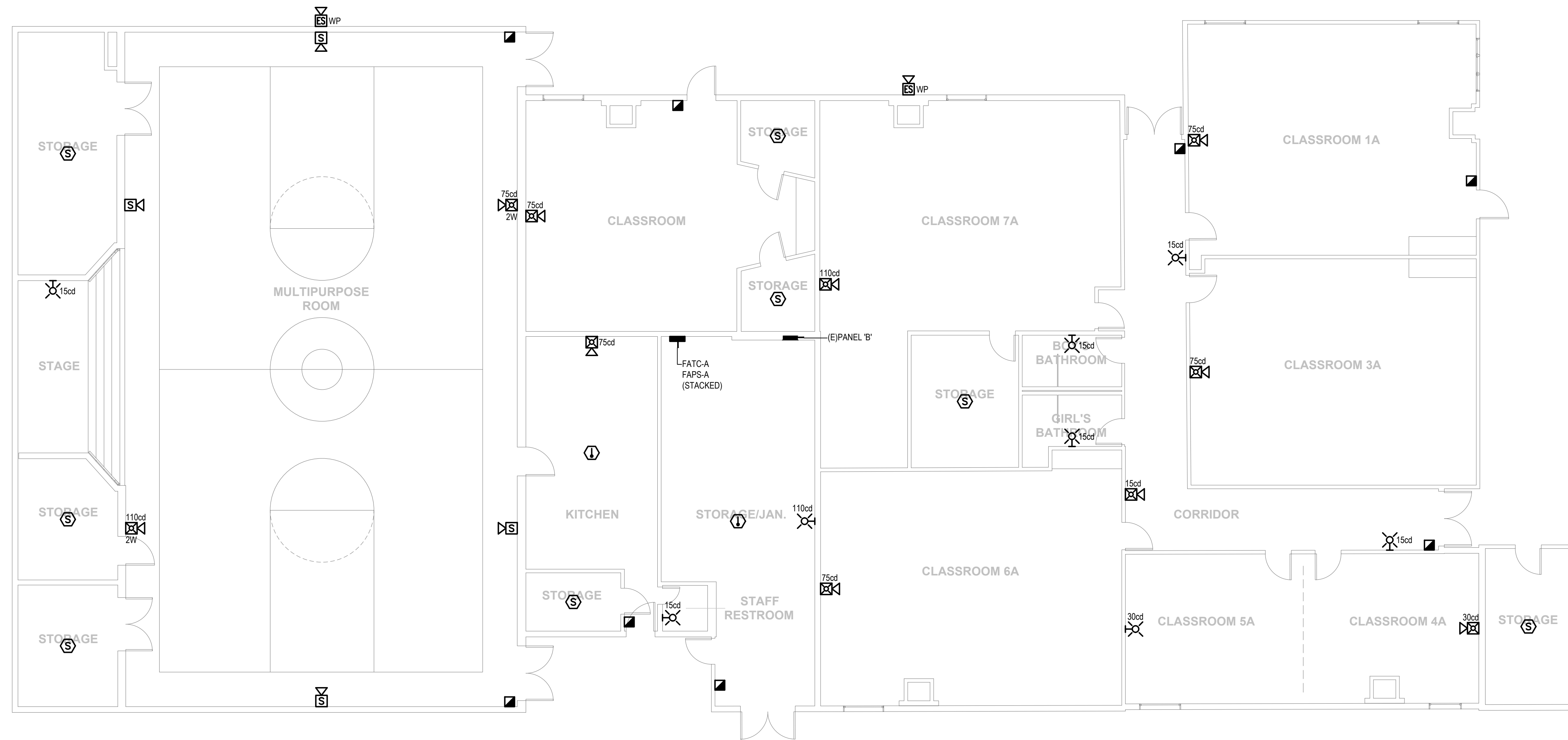


SHEET TITLE
FIRE ALARM SITE PLAN

DESIGNED BY	RL	SHEET NO.
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DATE	02/12/2024	
SCALE	AS NOTED	
JOB NO.	24-050	



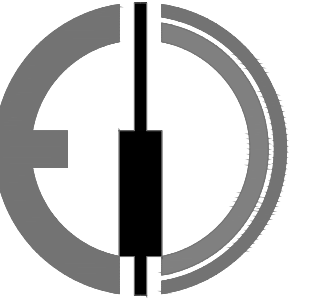
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GENERAL NOTES

1. ALL FIRE ALARM WIRING SHALL BE INSTALLED IN CONDUIT SYSTEMS.
2. FIRE ALARM DRAWINGS ARE DESIGN INTENT DOCUMENTS. CONTRACTOR TO PROVIDE FULL FIRE ALARM SHOP DRAWINGS FOR APPROVAL WITH LOCAL AHJ PRIOR TO COMMENCEMENT OF WORK. FIRE ALARM PACKAGE WILL BE PART OF A DEFERRED SUBMITTAL.
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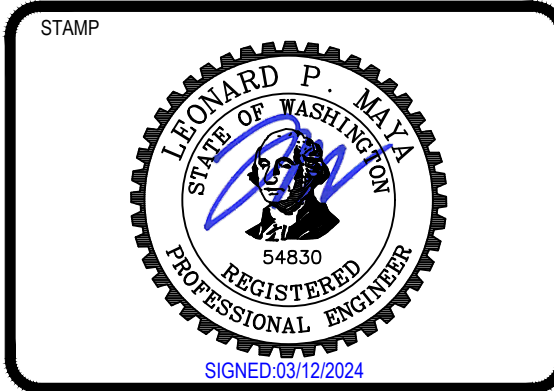
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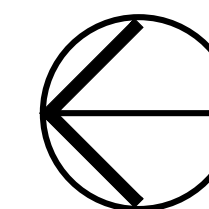
CONSULTANT

PROJECT TITLE
PROJECT FOR:
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
 SEQUIM, WA 98382



SHEET TITLE
FIRE ALARM PLAN - BUILDING A

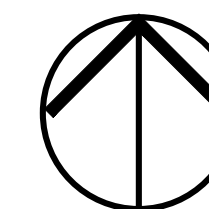
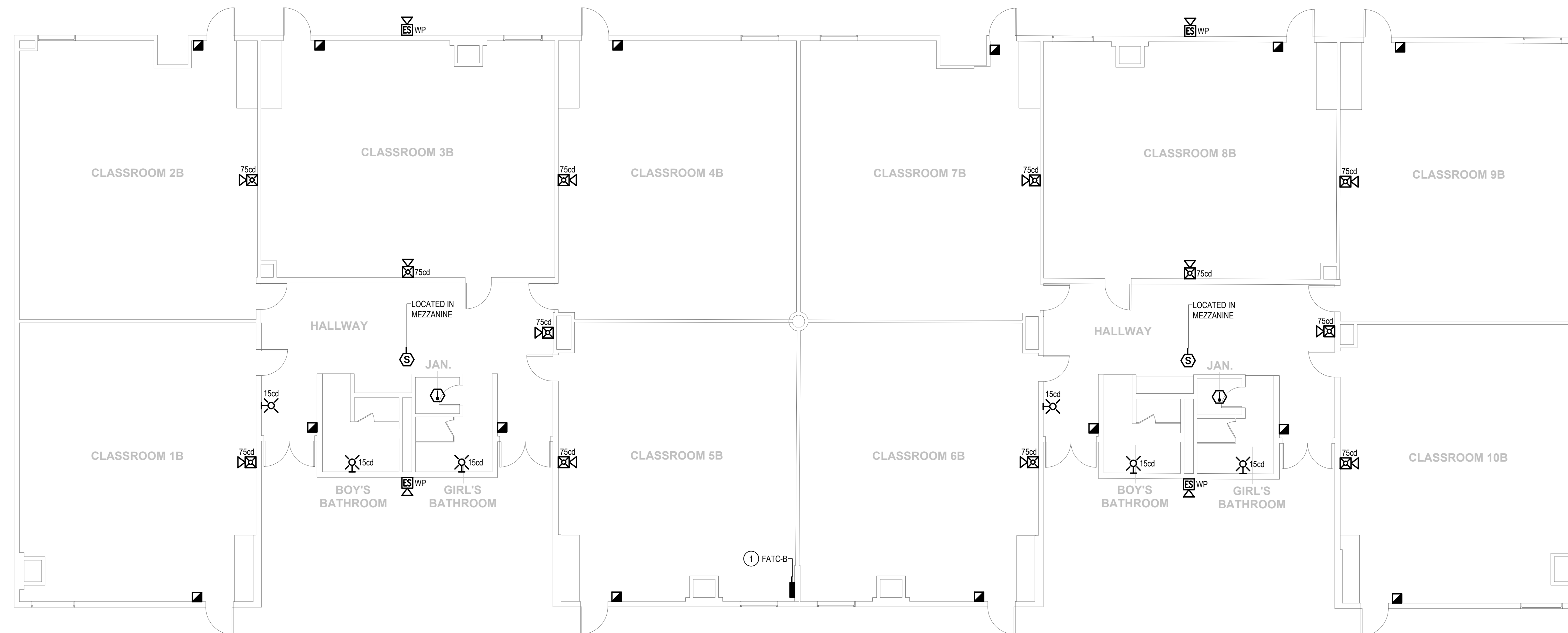
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JOB NO.	24-030	



FIRE ALARM PLAN - BUILDING A

SCALE: 1/8" = 1'-0" 1

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FIRE ALARM PLAN - BUILDING B

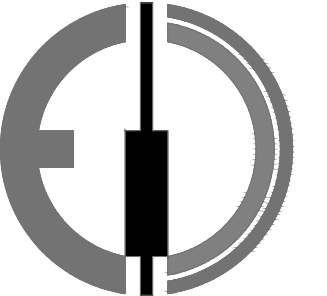
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GENERAL NOTES

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2. FIRE ALARM DRAWINGS ARE DESIGN INTENT DOCUMENTS. CONTRACTOR TO PROVIDE FULL FIRE ALARM SHOP DRAWINGS FOR APPROVAL WITH LOCAL AHJ PRIOR TO COMMENCEMENT OF WORK. FIRE ALARM PACKAGE WILL BE PART OF A DEFERRED SUBMITTAL.
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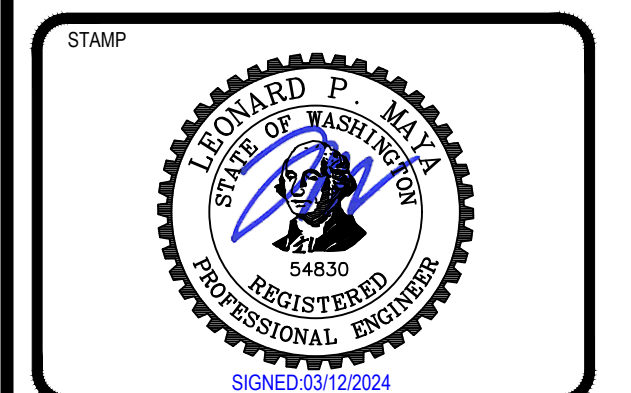
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CONSTRUCTION NOTES

1. TERMINAL CABINET TO BE MOUNTED UP HIGH ON WALL.

PROJECT TITLE
PROJECT FOR:
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382

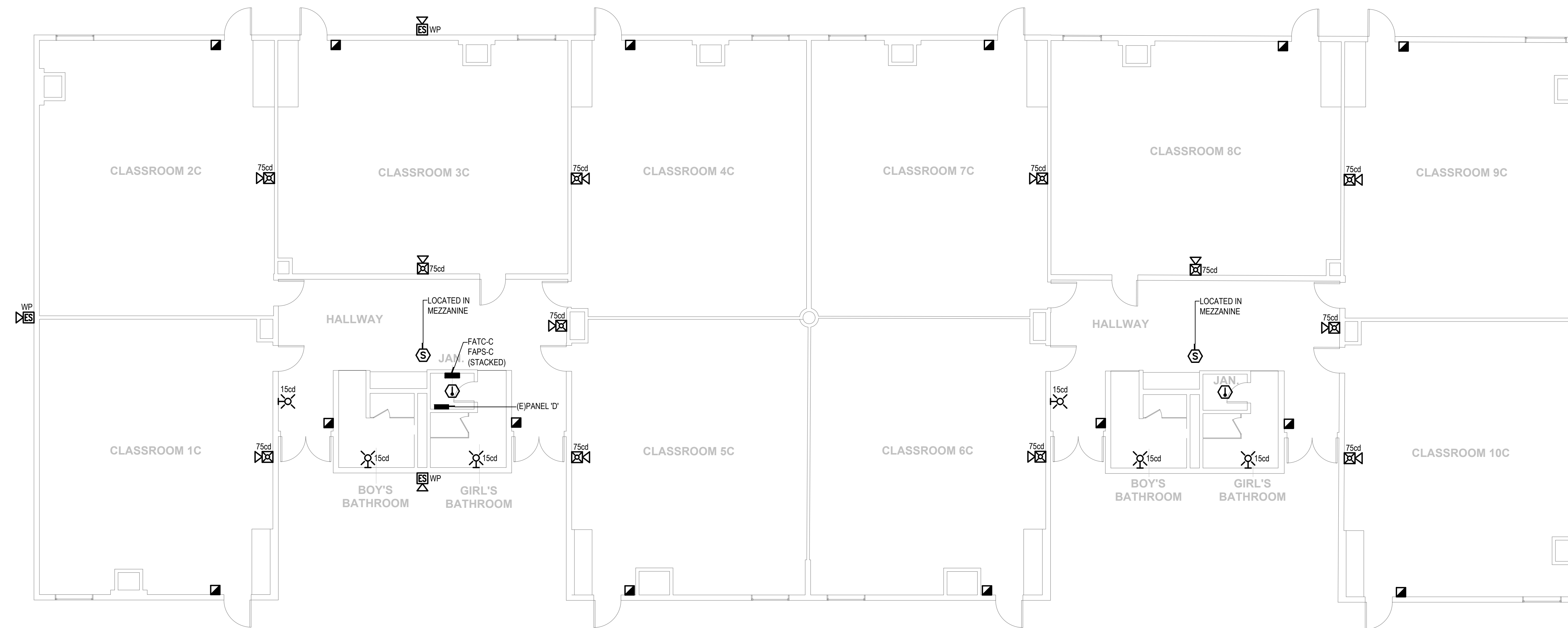


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FIRE ALARM PLAN - BUILDING B

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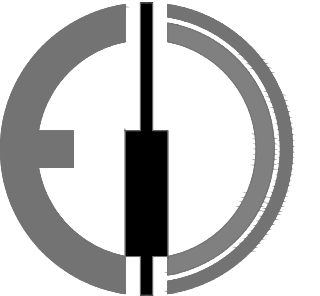
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GENERAL NOTES

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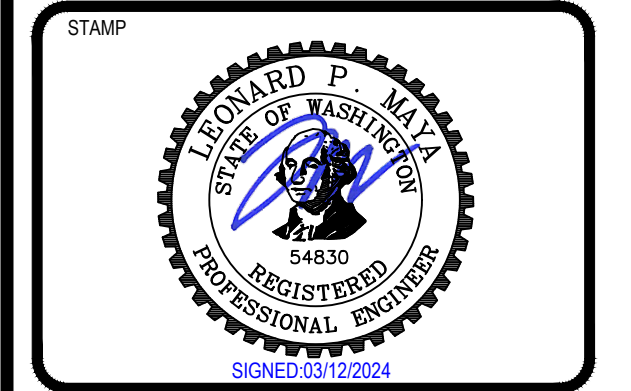
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PROJECT TITLE
PROJECT FOR:
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
 SEQUIM, WA 98382

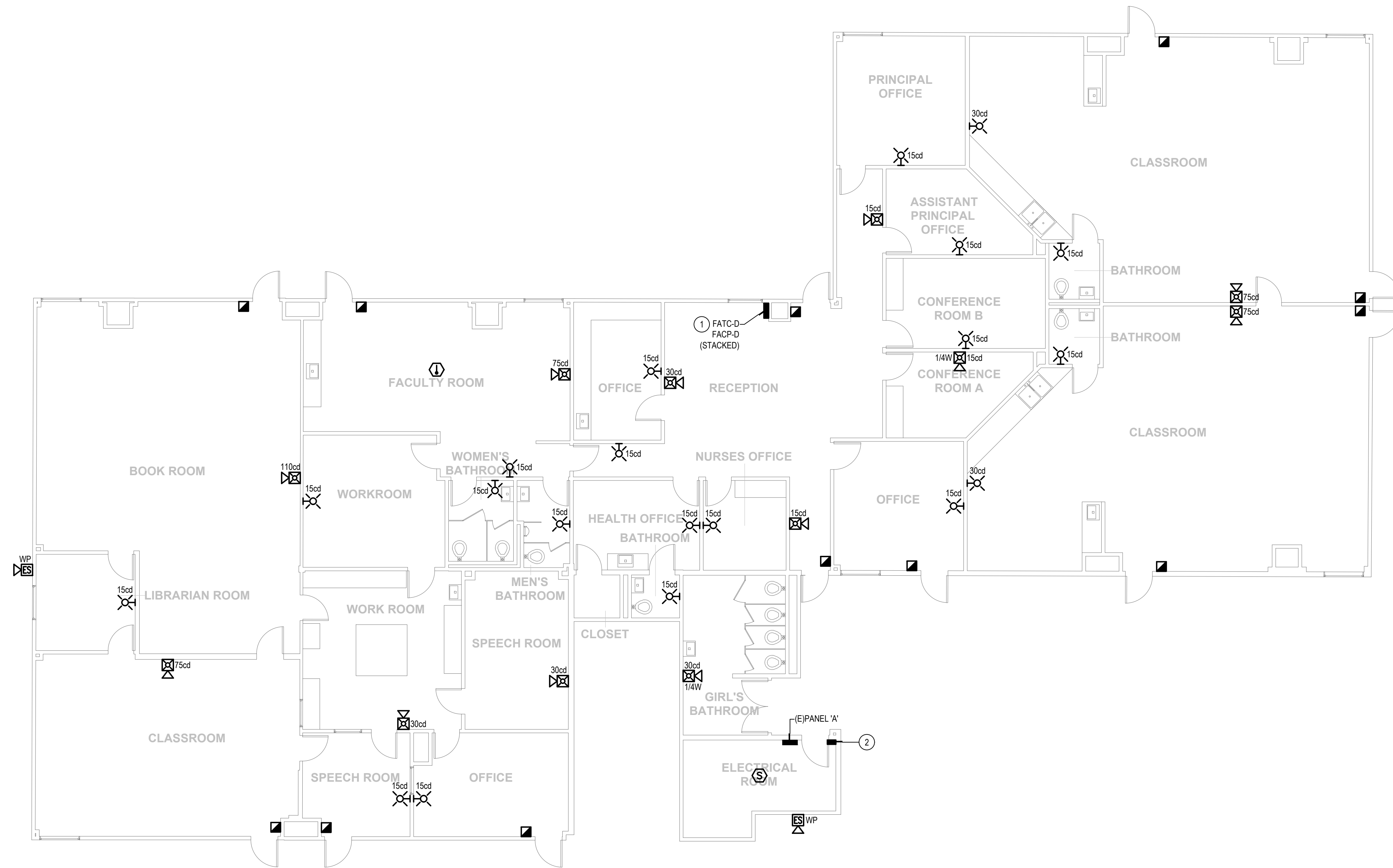


SHEET TITLE
FIRE ALARM PLAN - BUILDING C

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CHECKED BY	LM		
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SCALE	AS NOTED		
JOB NO.	24-030		

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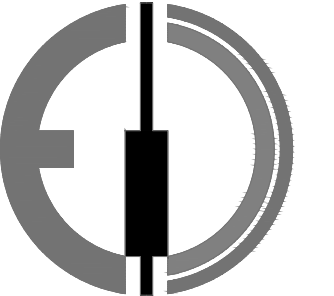
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GENERAL NOTES

- ALL FIRE ALARM WIRING SHALL BE INSTALLED IN CONDUIT SYSTEMS.
- FIRE ALARM DRAWINGS ARE DESIGN INTENT DOCUMENTS. CONTRACTOR TO PROVIDE FULL FIRE ALARM SHOP DRAWINGS FOR APPROVAL WITH LOCAL AHJ PRIOR TO COMMENCEMENT OF WORK. FIRE ALARM PACKAGE WILL BE PART OF A DEFERRED SUBMITTAL.
- PROVIDE AND INSTALL A 12"W x 13"H x 2 1/4"D METAL CABINET FOR FIRE ALARM DOCUMENTS AND SHALL COMPLY WITH ALL REQUIREMENTS OF NFPA-72 7.7.2.
- DEVICES AND LOCATIONS SHOWN ARE PREFERRED LOCATIONS ONLY. CONTRACTOR SHALL PROVIDE A CODE COMPLIANT FIRE ALARM SYSTEM INCLUDING ALL EQUIPMENT, DEVICES, WIRING AND APPURTENANCES REQUIRED FOR SUCH IN BID.

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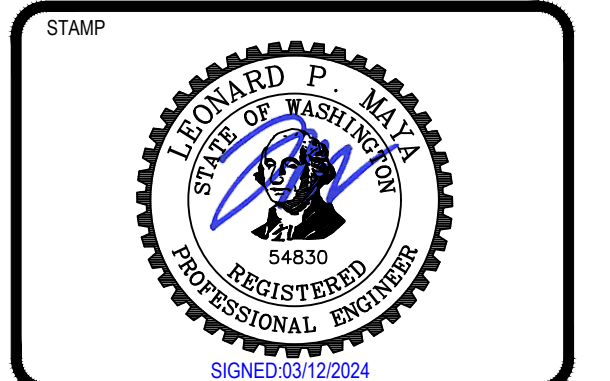
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CONSTRUCTION NOTES

- EXISTING FIRE ALARM CONTROL PANEL SHALL REMAIN OPERATIONAL UNTIL NEW FIRE ALARM SYSTEM HAS BEEN INSTALLED AND TESTED. PROVIDE A TEMPORARY LOCATION AS REQUIRED FOR NEW FIRE ALARM CONTROL PANEL. ONCE TESTING HAS BEEN COMPLETED, CAREFULLY DISCONNECT AND REMOVE EXISTING CONTROL PANEL AND TURN OVER TO DISTRICT. RELOCATE NEW CONTROL PANEL TO FINAL LOCATION AS SHOWN AND PROVIDE FINAL TESTING.
- PROVIDE RADIO ALARM SYSTEM COMMUNICATOR FOR SYSTEM MONITORING.

PROJECT TITLE
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382



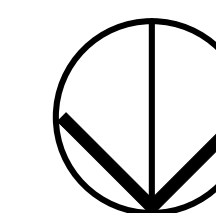
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FIRE ALARM PLAN - OFFICE BUILDING D

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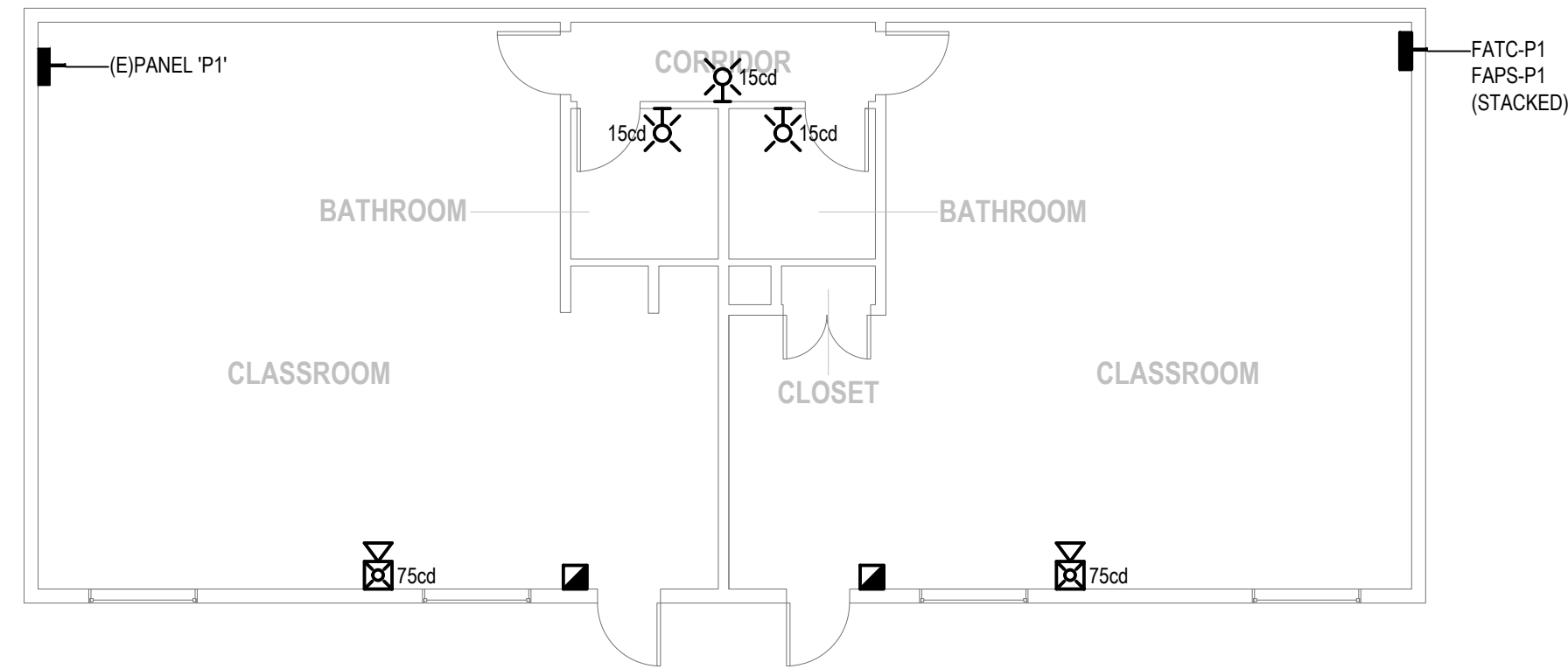
FIRE ALARM PLAN - OFFICE BUILDING D

SCALE: 1/8" = 1'-0"

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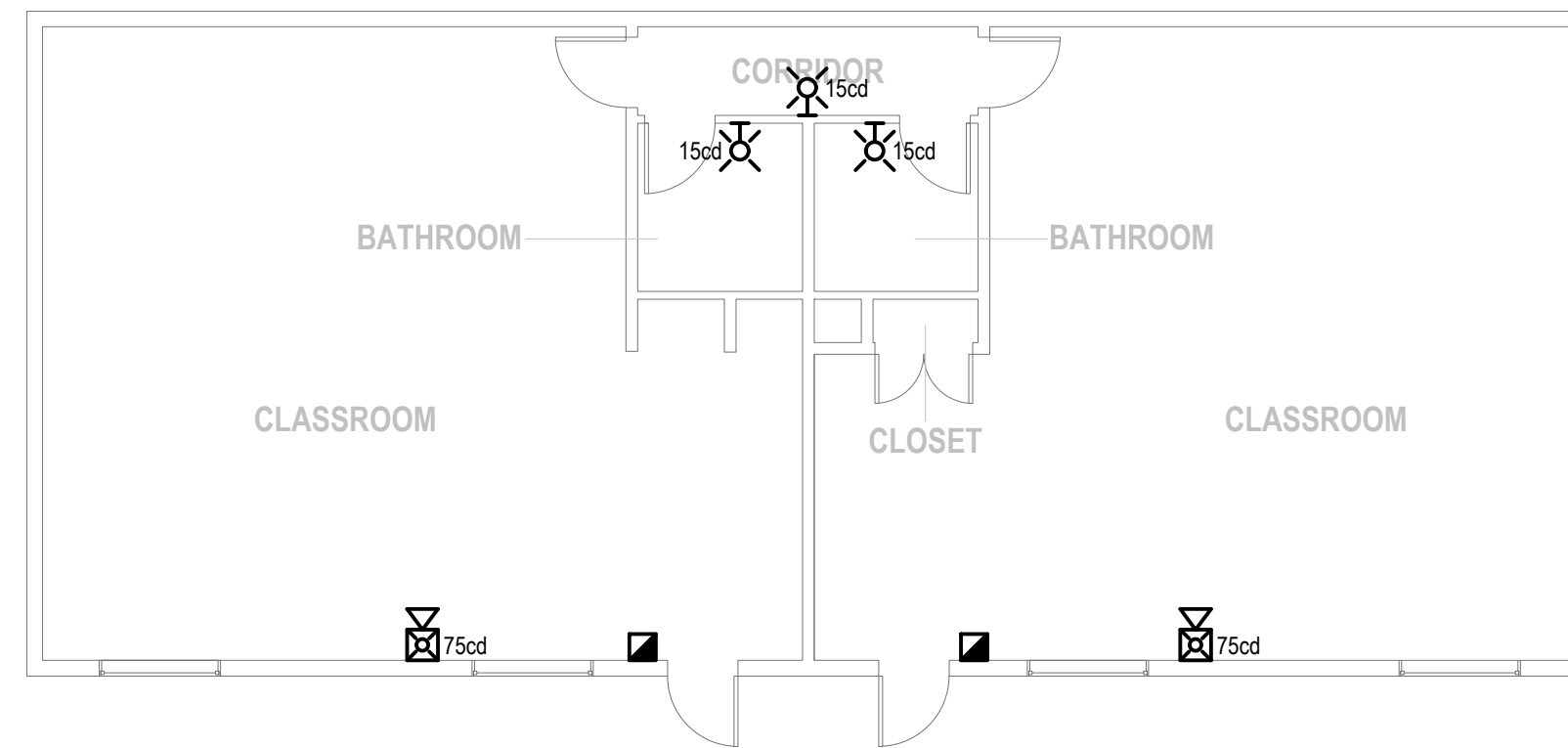
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FIRE ALARM PLAN - PORTABLE #1

SCALE: 1/8" = 1'-0"

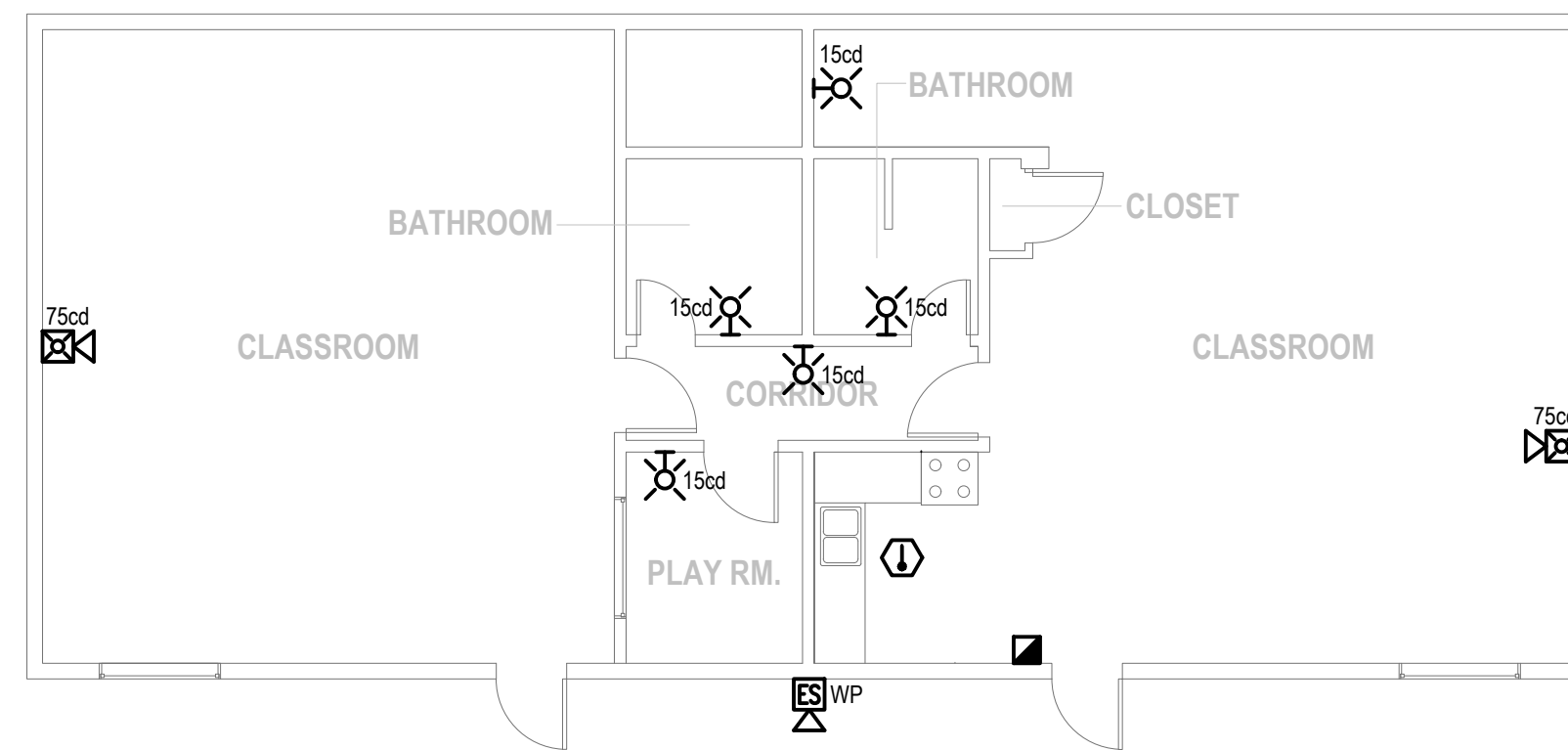
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FIRE ALARM PLAN - PORTABLE 2

SCALE: 1/8" = 1'-0"

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FIRE ALARM PLAN - PORTABLE 3

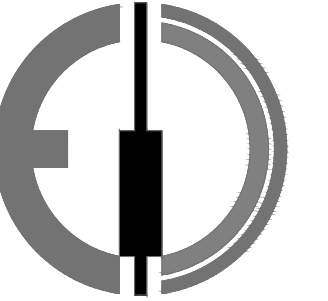
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GENERAL NOTES

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2. FIRE ALARM DRAWINGS ARE DESIGN INTENT DOCUMENTS. CONTRACTOR TO PROVIDE FULL FIRE ALARM SHOP DRAWINGS FOR APPROVAL WITH LOCAL AHJ PRIOR TO COMMENCEMENT OF WORK. FIRE ALARM PACKAGE WILL BE PART OF A DEFERRED SUBMITTAL.
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Table with columns: DATE, BY, ISSUE FOR, REVISION, NUM, DATE, BY, REVISION FOR

CONSULTANT

PROJECT FOR:
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382

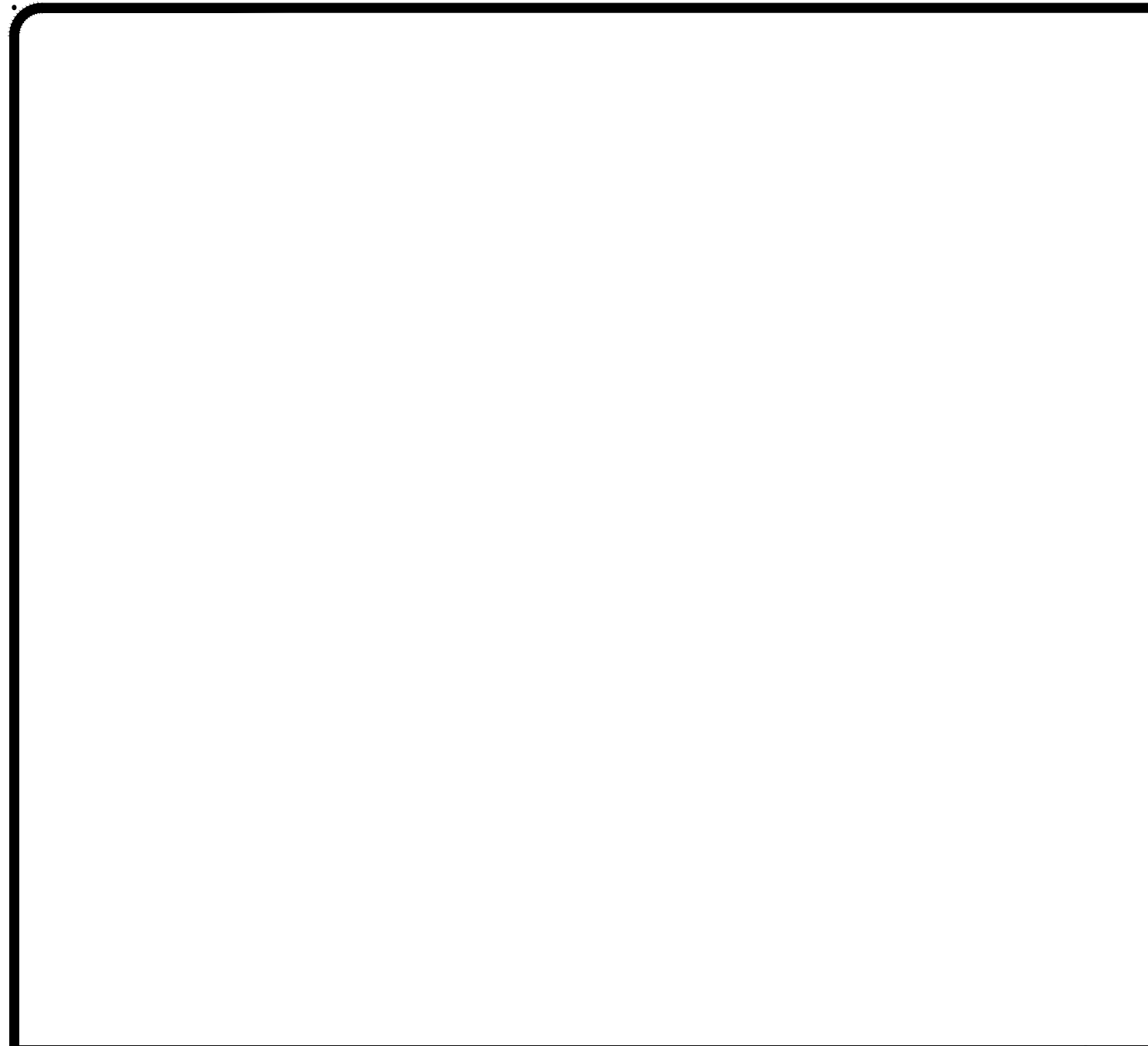


SHEET TITLE
FIRE ALARM PLAN - PORTABLE BUILDINGS

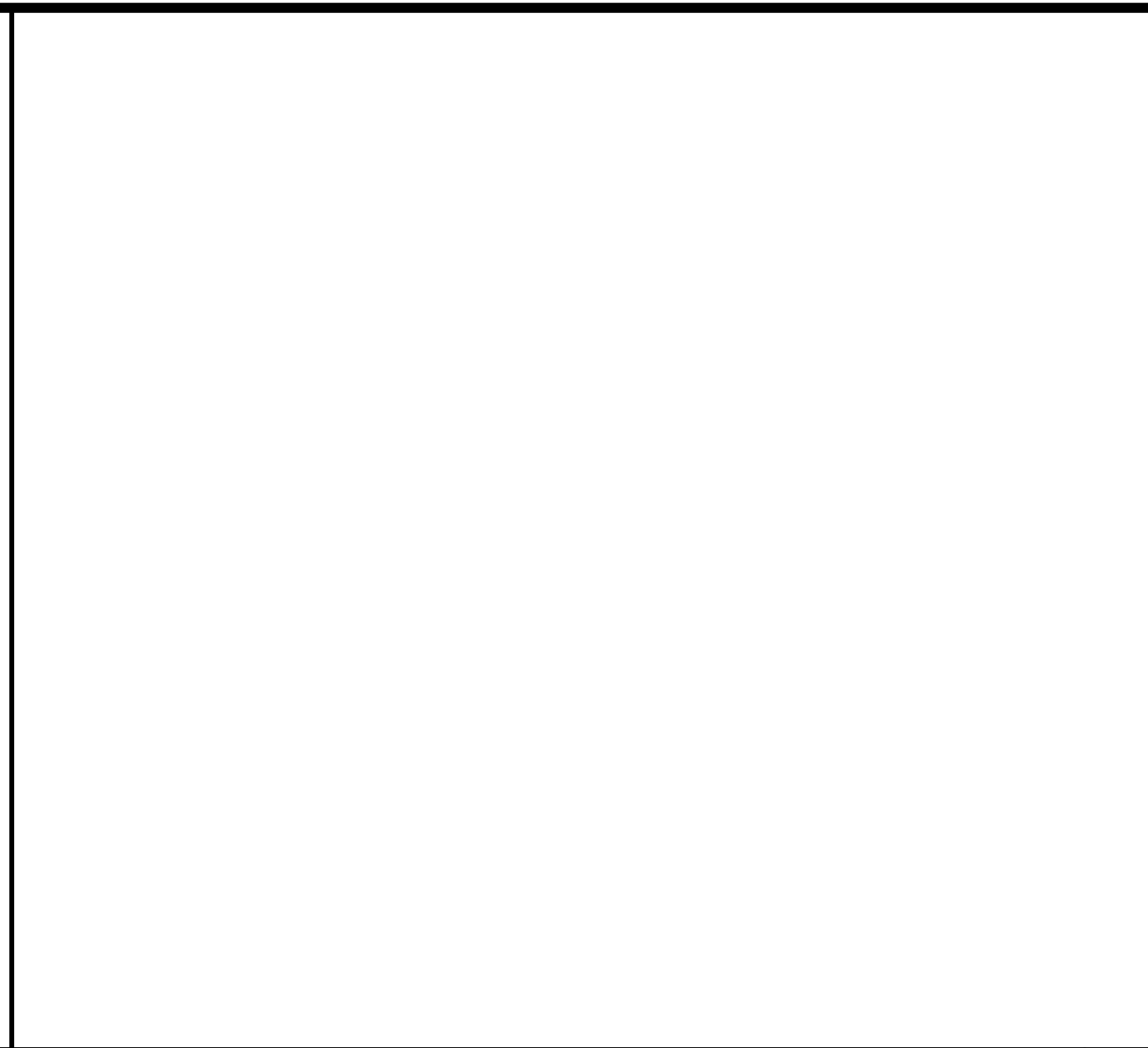
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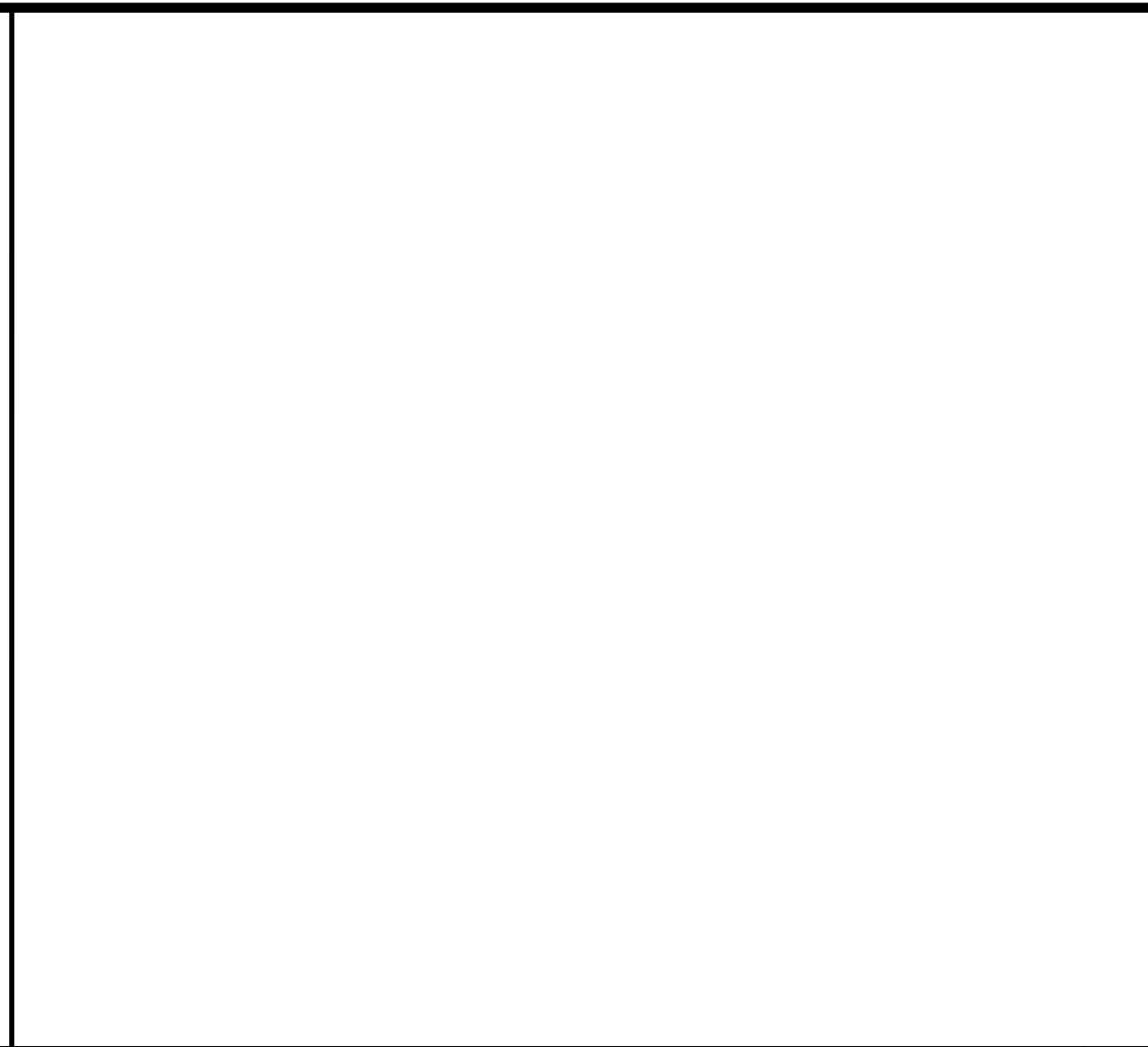
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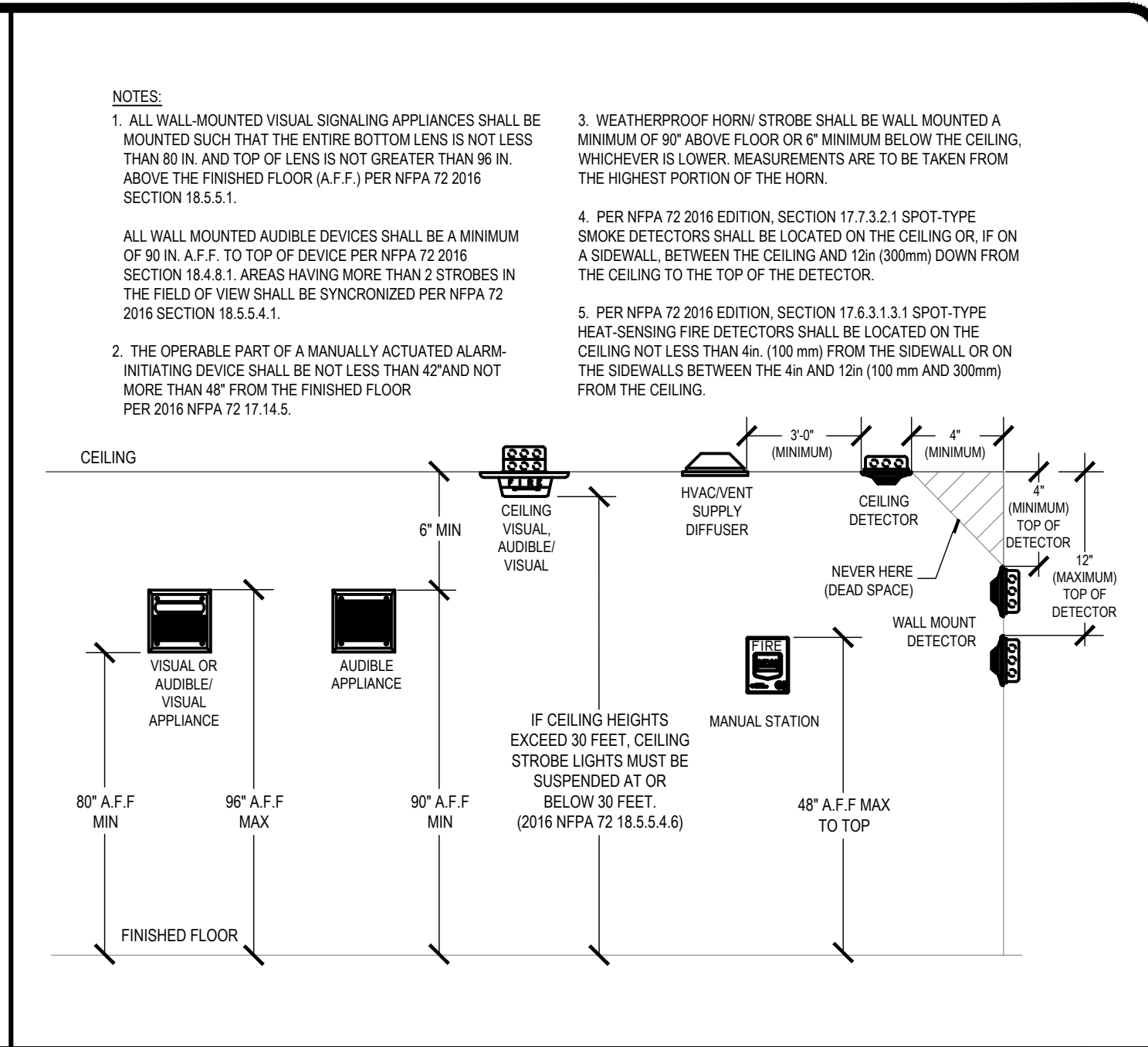
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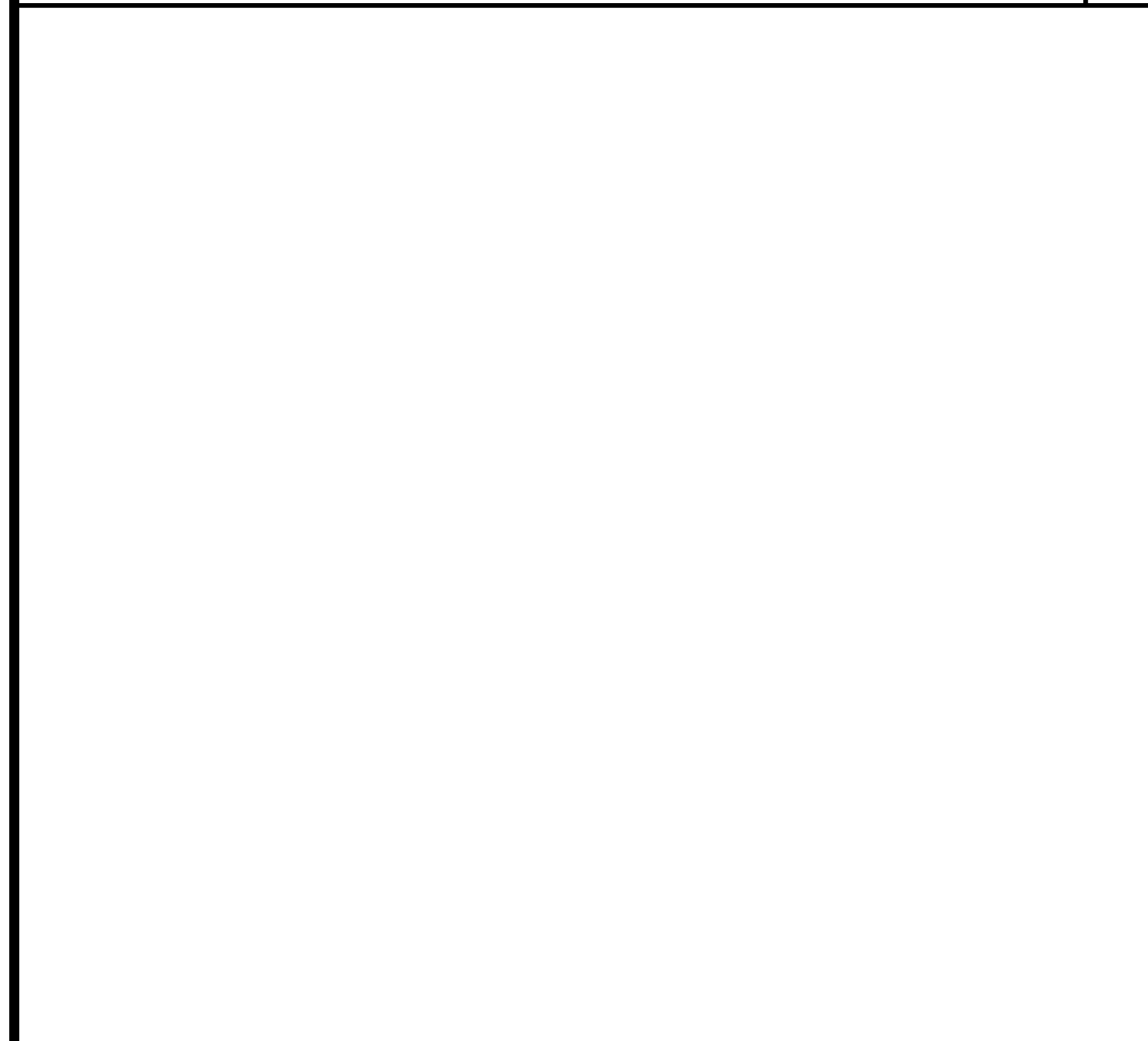


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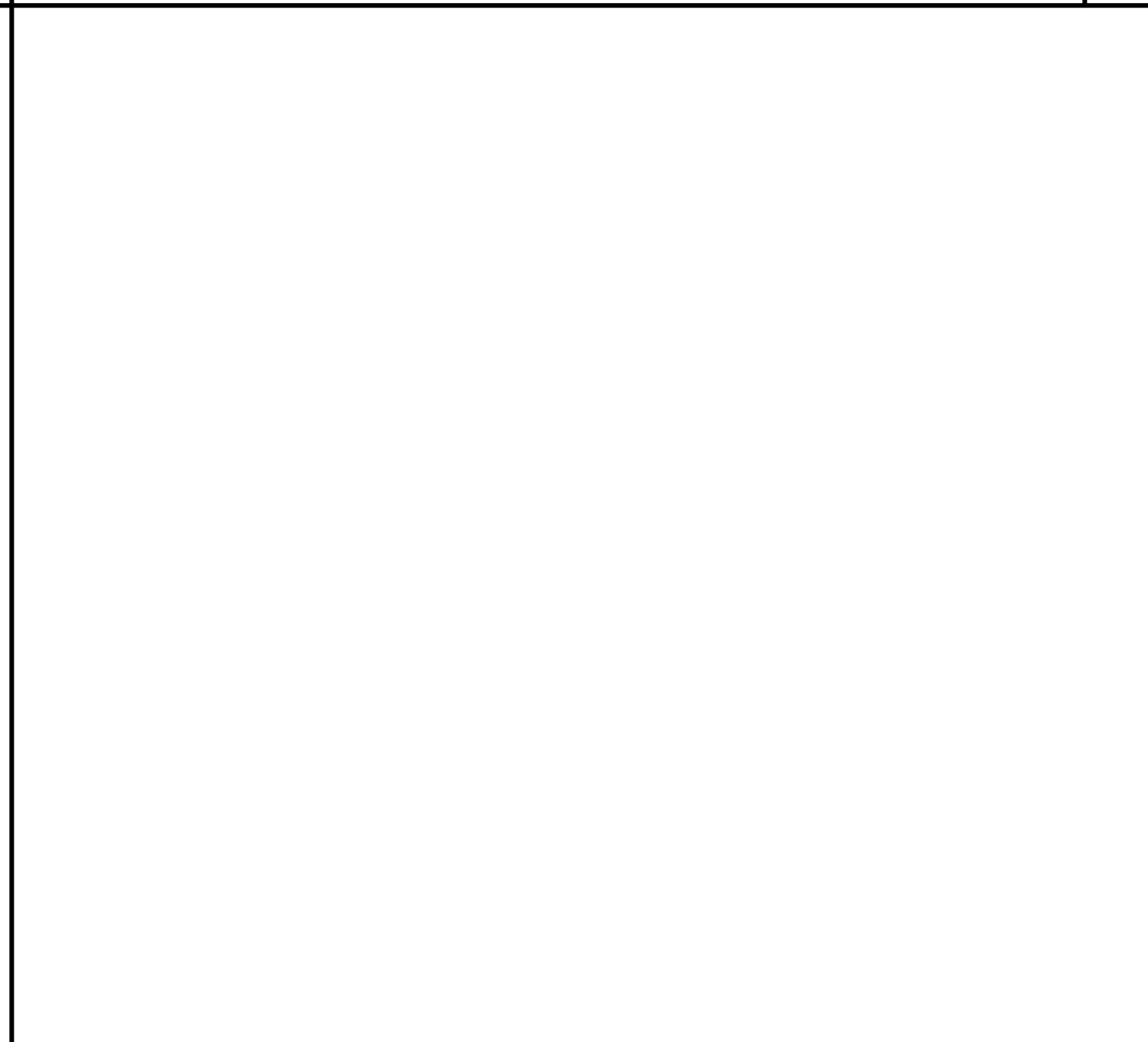


DEVICE MOUNTING ELEVATION DETAILS

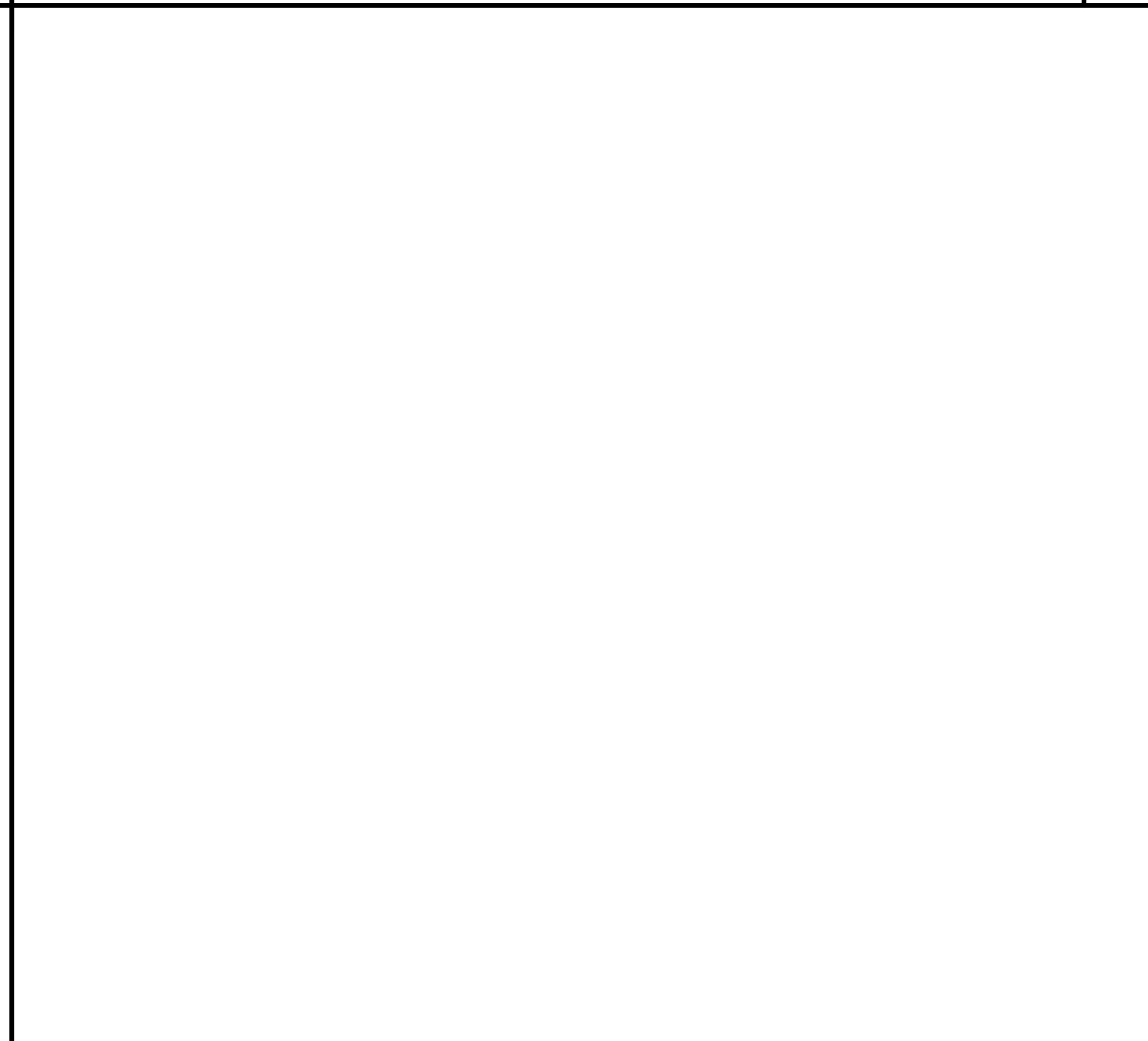
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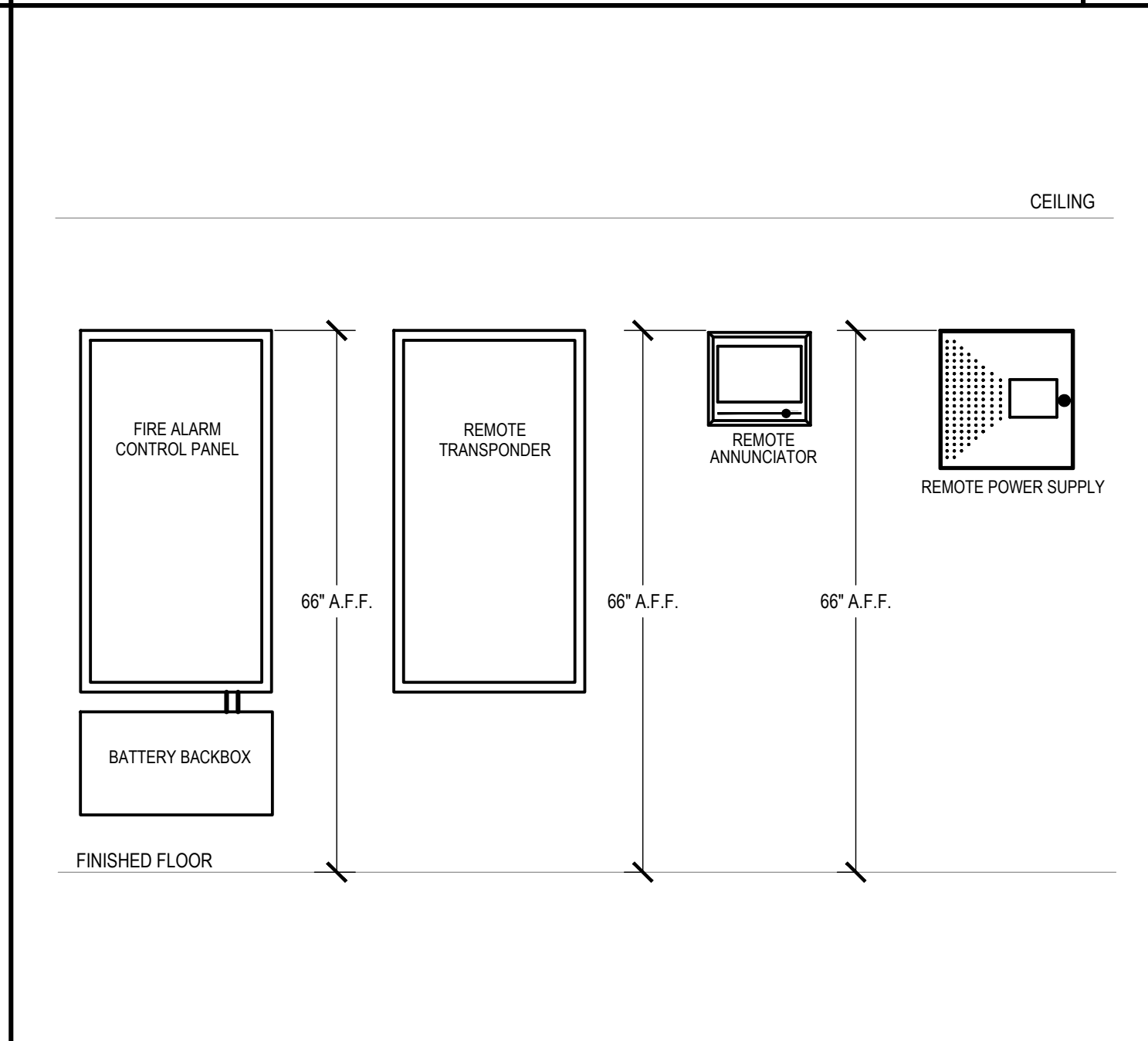
- 11



- 8

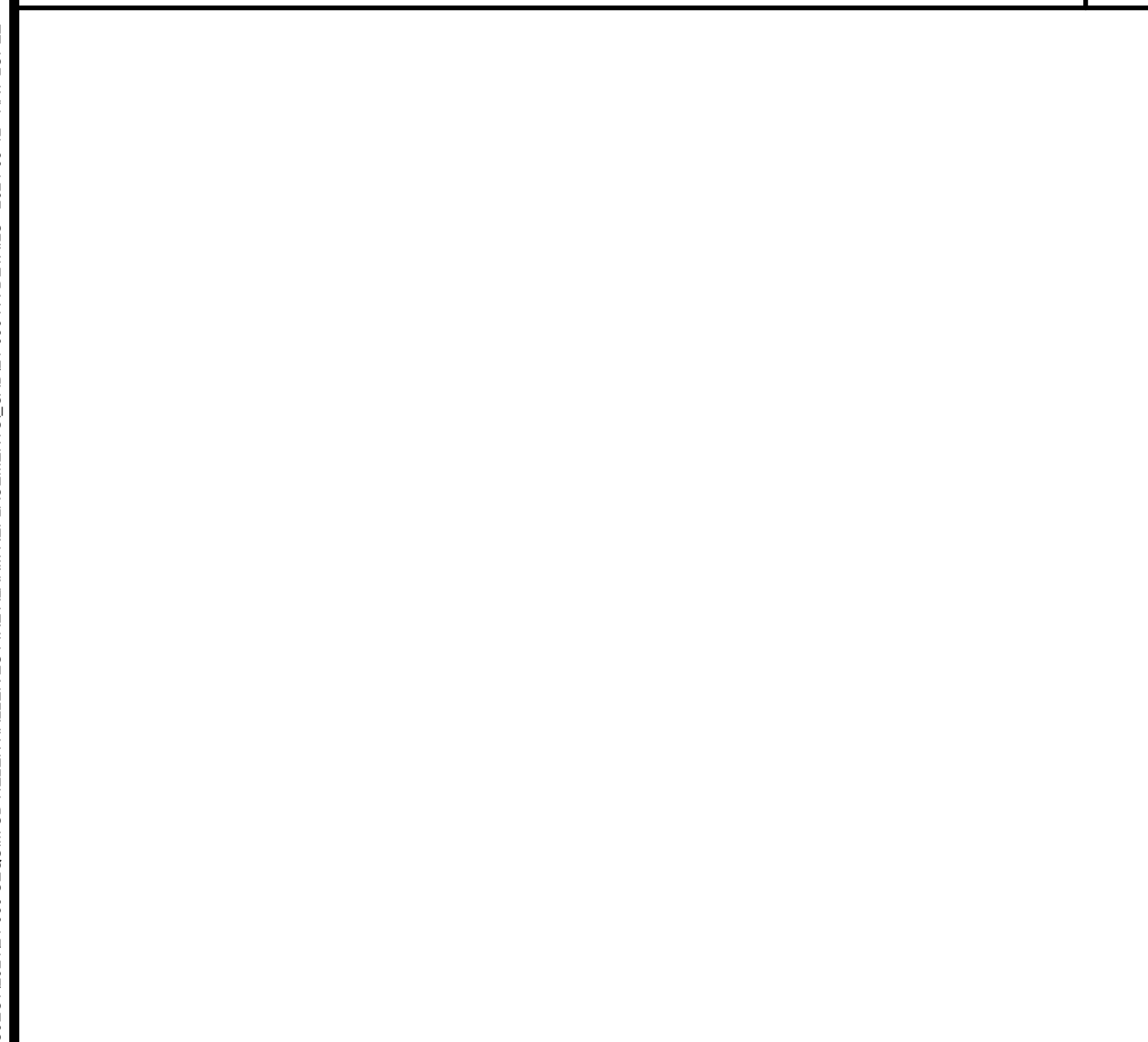


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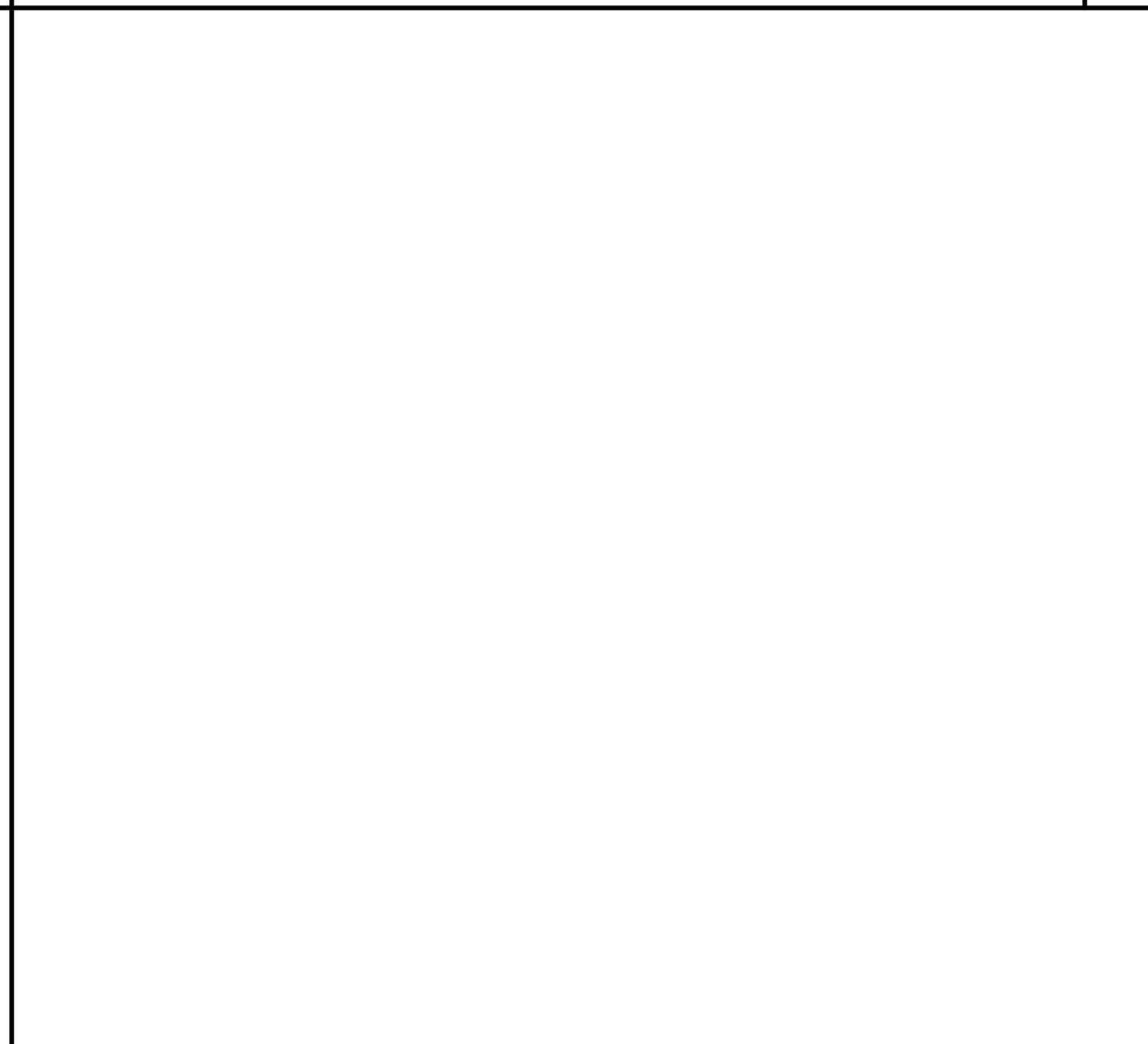


BACKBOX MOUNTING ELEVATION DETAIL

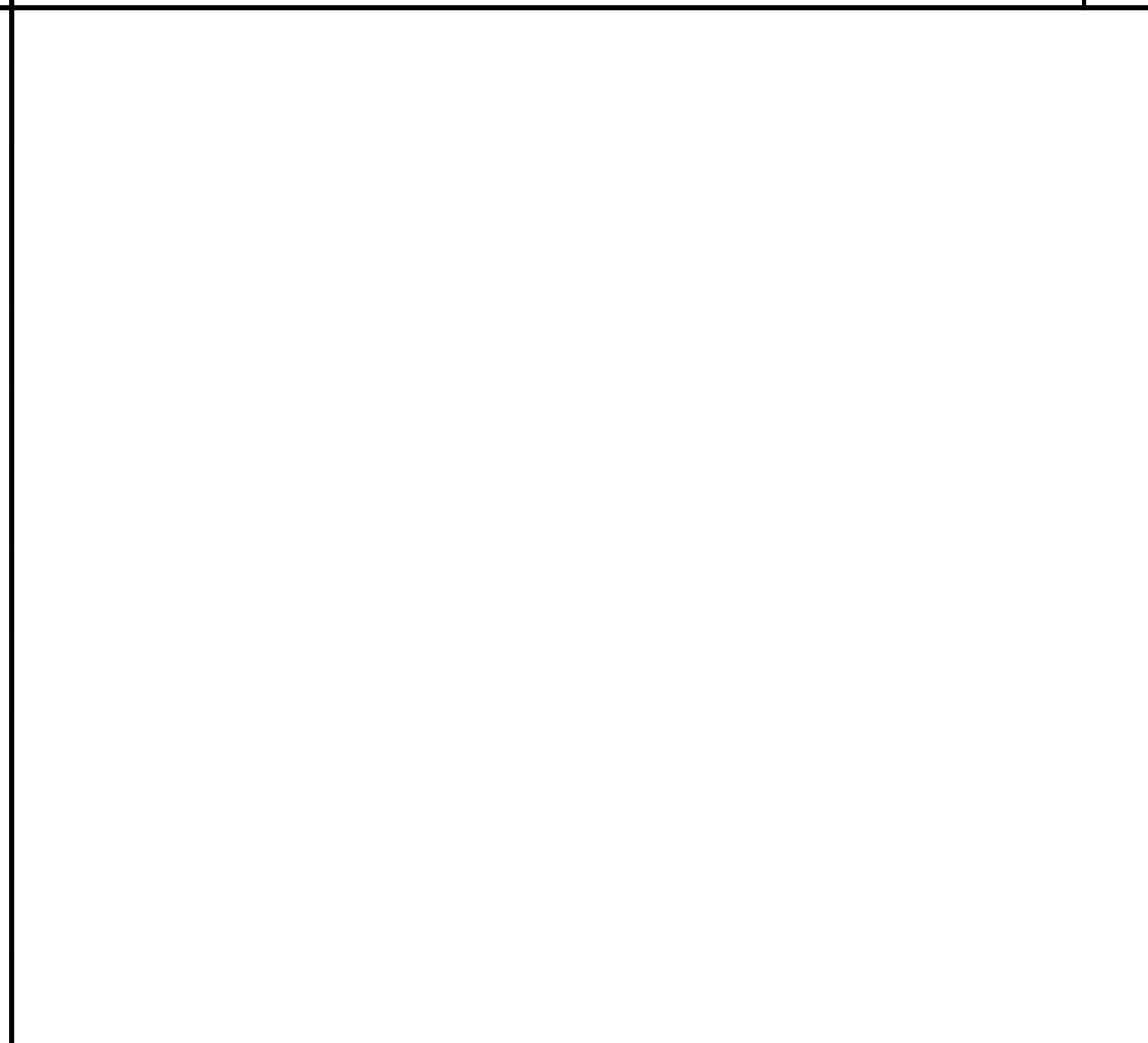
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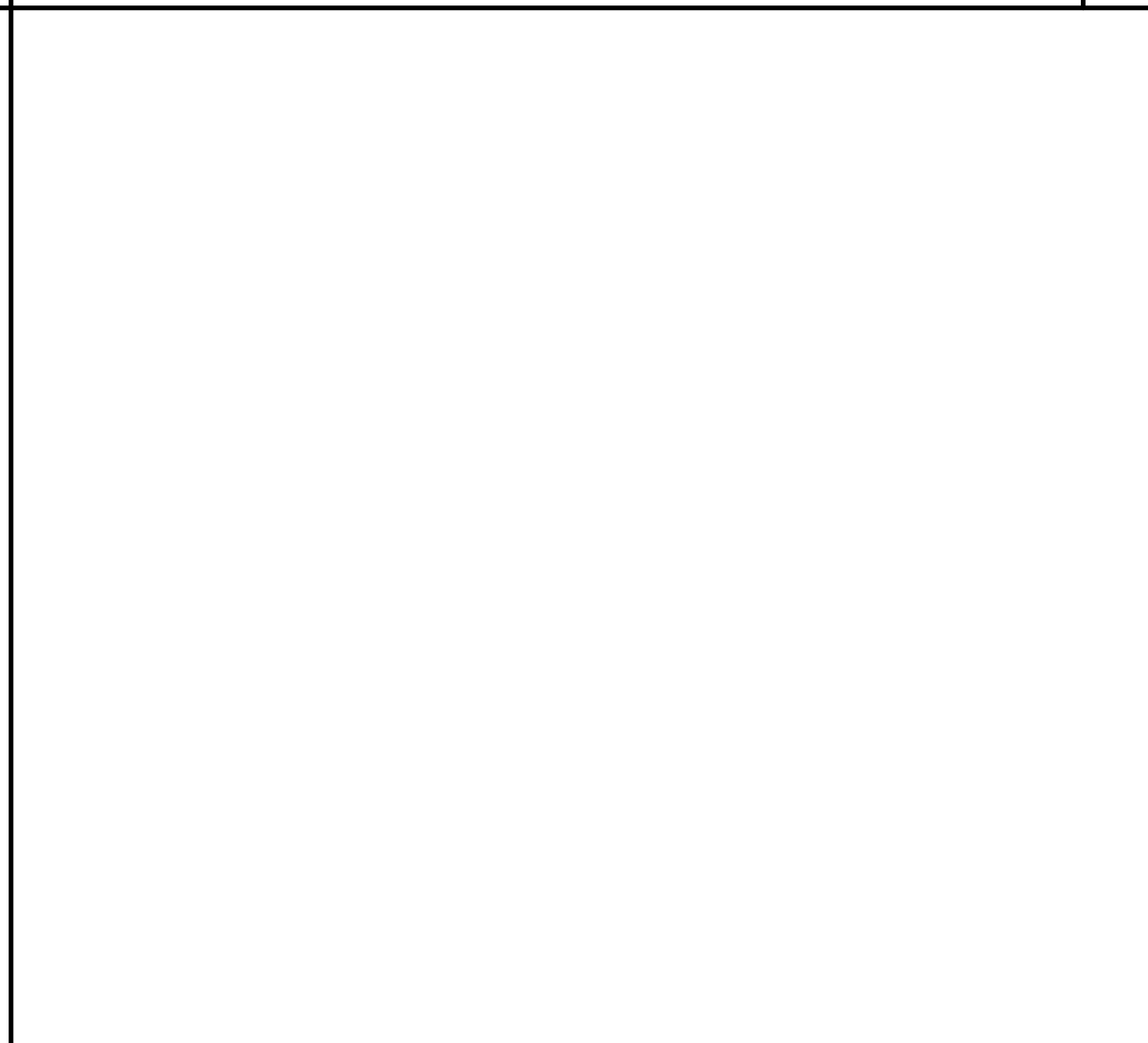
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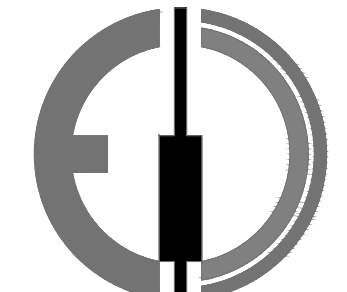
- 9



- 6



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ISSUE DATE:	LM	50% DESIGN REVIEW
02/16/2024	LM	50% DESIGN REVIEW
02/27/2024	LM	95% DESIGN REVIEW
03/12/2024	LM	BID SET

DATE BY ISSUE FOR

REVISION:	NUM.	DATE	BY	REVISION FOR
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

CONSULTANT

PROJECT TITLE

PROJECT FOR:
Sequim School District
Helen Haller ES Fire Alarm Replacements
350 W FIR STREET
SEQUIM, WA 98382



SHEET TITLE
FIRE ALARM DETAILS

DESIGNED BY	RL	SHEET NO.
DRAWN BY	RL	
CHECKED BY	LM	
DATE	02/12/2024	
SCALE	AS NOTED	
JOB NO.	24-030	

FA-3.1