

ADDENDUM NO. 1

The additions, omissions, clarifications and corrections contained herein shall be made to drawings and specifications for the project and shall be included in scope of work and proposals to be submitted. References made below to specifications and drawings shall be used as a general guide only. Bidder shall determine the work affected by Addendum items.

1.	Pre-Bid Conference Meeting Minutes	See attached Pre-Bid Conference Meeting Minutes.
Written Questions and Answers:		
1.	Question:	Would you have a contact name and number for the security contractor that has been supplying your equipment?
	Answer:	"Security" cameras and video cable components called out for the contractor to furnish are listed by make, model numbers, etc. They are not really a specialty item requiring a unique "Specialty Contractor". Basically open market gear.
2.	Question:	Regarding Article 3.4.1 of Instructions to Bidders: Is it acceptable to develop our own three column listing form which notes the three (3) items requested in the Instructions to Bidders.
	Answer:	No, it is not acceptable. The list shall include all <u>First Tier</u> subcontractors performing work or labor on the project. No changes will be allowed to the form. The form from the contract documents must be completed and submitted with the bid.
3.	Question:	Is there additional information available specific to the exterior louver on the mechanical platform? Architectural or mechanical product?
	Answer:	Architectural. A specification section has been added.
4.	Question:	The unit price for rock excavation is not sufficient (from our experience) to cover the cost of removal at the paylines outlined in the specifications. The quantity seems high for the project – We recommend changing this unit price to \$160.00/c.y. and reducing the quantity to 500 c.y. This will allow more coverage with the site contractors and less contingency dollars in prices for their other work.
	Answer:	The unit price is based on bids for the Car Wash from last year. Unit price bids were between \$21 and \$77. Quantities were determined as described in Section 31 00 00 Earthwork and by the utility work shown in the plans. Because it is an allowance, any under-estimates or overages will be adjusted by Change Order as described in Section 01 21 00 Allowances.

ADDENDUM NO. 1

5.	Question:	There is no provision in the bid forms for trench safety protection per RCW – is this taken into account?
	Answer:	This provision has been added to the Bid Proposal Form.

In the Specification:

1.	Table of Contents	ADD Section 08 19 19 Fixed Louvers to the Table of Contents, Division 8.
2.	Bid Proposal Form	REPLACE Bid Proposal Form in its entirety with Bid Proposal Form attached to this Addendum.
3.	General Conditions	REPLACE General Conditions in its entirety with section attached to this Addendum.
4.	01 22 00 Unit Prices	Paragraph 3.1.A.2, ADD “. . .as described in Section 31 00 00 “Earthwork” at the end of the sentence.
5.	07 08 00 Commissioning of Air Barriers and Building Envelope	Paragraph 1.6.D, CHANGE (Hired by Owner) to read (Hired by Contractor).
6.	08 71 00 Door Hardware	REPLACE Section 08 71 00 in its entirety with section attached to this Addendum.
7.	08 91 19 Fixed Louvers	ADD Section 08 91 19 Fixed Louvers in its entirety, attached to this Addendum.
8.	32 10 00 Bases, Ballasts and Paving	Paragraph 3.1.A, REVISE 2 nd sentence to read: “All asphalt paving work for this project shall be completed by September 30th, 2015.”
9.	32 31 13	REVISE Paragraph 2.1.A.1.a to read as follows: “Mesh Size: 2 inches”.
10.	32 31 13	Paragraph 2.3 Tension Wire Fabric Mesh Size, CHANGE from 1-3/4” to 2”.

In the Drawings:

1.	Sheet C-203	REVISE: The note in the box located at the left side of the sheet shall be revised to read as follows: “All asphalt paving work for this project shall be completed by September 30, 2015.”
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ADDENDUM NO. 1

2.	L-101.1 and L-102.1	BID CLARIFICATION: Addition of planting and irrigation along the exit drive per attached sheets L-101.1 and L-102.1. Add an additional irrigation valve to serve the exit drive plantings, per sheet L-102.1. Additional landscape area requires grading per sheet L-102.1. Contractor to notify landscape architect if rock is encountered during grading activities. Intent is to adjust grading to avoid rock removal.
3.	AS-101	ADD General Note #7 "CAR WASH TO REMAIN FUNCTIONAL AND OPERATIONAL THROUGHOUT CONSTRUCTION".
4.	A-111	At Grid A/4, REVISE detail A3/A-522 to be A6-A-522.
5.	A-113	REVISE per SK-1, attached.
6.	A-522, Details A6, B6 and D6	REVISE per SK-2 and SK-3, attached.
7.	A-551 Detail A3	REVISE per SK-4, attached.

Project No.: 2013-063 Liberty Bldg., Suite 400
203 North Washington
Spokane, WA 99201-0233

Project Name: Spokane International Airport
Parking Operations Building
SIA Project No. 13-25 509.838.8568
fax/509.458.3710
www.alscarchitects.com

Subject: Pre-Bid Conference
Meeting Minutes
March 4, 2015 @ 2:00 p.m.

By: Kathy Russell

Those Present See attached sign-in sheet. Representing

This report is not intended to provide a transcript of proceedings, but rather to record the general content of the discussion that took place.

Action Item

- I. INTRODUCTIONS
- II. Summary of Work
Utilities, building, landscaping and parking area for new Parking Operations Building. Located northwest of the Exit Canopy and Southwest of the Irv Reed Center.
- III. INSTRUCTIONS TO BIDDERS
 - A. Bid Opening: Wednesday, March 11, 2015 @ 2:00 p.m. Bids received no later than 2:00 p.m. on date of opening. Bids will be opened and read at 2:00 p.m.
 - B. Location: SIA Board Room, Suite 204, 9000 W. Airport Drive, Spokane WA 99224.
 - C. No product substitution considered prior to award of contract.
- IV. BID SUBMITTAL
 - A. Bidder's Checklist:
 - Bidder's Checklist
 - Qualification of Bidder Information
 - Bid Proposal Form
 - Subcontractor List with the Bid
 - Bid Security: 5% (of total Base Bid including Washington State Sales Tax) - In the form of a *certified or bank cashier's check payable to the Owner or a bid bond acceptable to the Owner and executed by a bonding company licensed in the State of Washington on a Public Works Bond or equivalent form.*
 - Receipt of Addenda
 - Washington State Sales Tax to be Included in Bid amount
 - B. Unit Price – Rock Excavation Allowance.
 - C. Trench Excavation Safety Program.
 - D. State of Washington Prevailing Wage Rates.

Action Item

V. SCHEDULE

- A. Cut-off date and time for questions: Monday, March 9, 2015 at noon.
- B. Notice to Proceed: Approximately end of April for both Completion Dates One and Two.
- C. Substantial Completion Date One – 160 days: Asphalt work and landscaping as described in drawings.
 - 1. Liquidated Damages: \$795/day.
- D. Substantial Completion Date Two – 180 days: Remainder of project.
 - 1. Liquidated Damages: \$1,667/day.

VI. GENERAL CONDITIONS

A. Bid Documents:

- 1. Project Manual – 2 volumes
- 2. Drawing Sheets – 1 bound volume
- 3. Addenda

B. Method of Correction (Addendum):

- 1. Addendum No. 1 and last addendum will be issued by Abadan Friday, March 6, 2015. Register with them at www.siaplanroom.com to receive notification.
- 2. Addendum No. 1 Highlights:
 - a. Revised General Conditions. Contains: change pricing revision and revised insurance requirements.
 - b. Written Question: Contact name and number for security contractor. Answer: There is none. The makes and models are in the documents (or equals).
 - c. Revised door hardware (Specification Section 08 44 13).
 - d. Landscaping revision.
 - e. Revised Bid Form.

C. Performance and Payment Bonds 100% of Contract (GC Part 2).

D. Insurance: (GC Part 2).

E. Supervision/Coordination with General Contractor (GC Article 5.01).

F. Fees: Building permit to be paid by Owner. All other fees, costs and charges to be paid by the Contractor (GC Article 5.02).

1. City plan review is complete.

VII. GENERAL REQUIREMENTS

- A. Inspection and Testing (Section 01 40 00) – Intermountain Materials Testing. Paid by Owner.
- B. Coordination with Occupants (Section 01 10 00, 1.7).

ActionItem

- C. Work Restrictions (Section 01 10 00, 1.8):
 - 1. Access and Staging
Electrical room in Terminal Basement requires security badging for low-voltage work. Recommend superintendents get badged as well.
 - 2. Areas of Operation
 - 3. Hours of Work (7:00 a.m. – 7:00 p.m.)
- D. Temporary Facilities.
- E. Building Commissioning.
- VIII. OTHER ITEMS
 - A. Door Hardware:
 - 1. Construction cores to be replaced by Owner following construction (7-pin, Best System).
 - B. I.T. work to be completed by Owner following construction includes card readers, phones and data, connecting cables and fibers to panels of these components as described in documents.
- IX. QUESTIONS AND ANSWERS
- X. Site tour was not mandatory. No attendance was taken.

If you have any additions or corrections to these minutes, please bring them to the attention of the editor within two weeks of the date of this meeting.

KR:qh:2013-063

Attached: Sign-in sheet

Distribution: Attendees
JJW/TL/TJH/KR/ File



**SPOKANE INTERNATIONAL AIRPORT
PARKING OPERATIONS BUILDING**

#13-25

Mandatory Pre-Bid Conference

March 4, 2015 2:00PM

Name	Company	Phone / Cell	Prime or Sub	Email Address
Terry Winzenberg	Johnson Const's	(509) 744-3471	Sub	Terry.L.Winzenberg@JSCJ.com
Matthew Davis	Winters Stage Post	509-892-0600	Prime	WSSC@AIR-PIAZ.COM
Frank Robinson	MERIDIAN CONST.	509 4530252	PRIME	frank@meridiano.com
Kevin Fogg	Fogg Electric, Inc.	208-597-1121	Sub	Kevin@foggelectric.com
VAN FAY	HALME BUILDERS	504-725-1200	Prime	VANF@HALMEBUILDERS.COM
Wally Beck	Trindera Engineering	(208) 676-8001	-	Wbeck@trindera.com
JAMES FANSON	TRANDERA ENGINEERING	(208) 676-8001	-	JFANSON@TRANDERA.COM
Doug Heise	HEISE ELECTRIC	509 986-1910	SUB	doug@heiseelectric.com
MARLAN HEISE	HEISE ELEC.	509 808 9913	SUB	marlan@heiseelectric.com
DARIN MEEKS	DARDAN CONST.	208 773-5418	PRIME	darin@dardan.com
Clay Burnoy	Vti Electric	509-944-0840	Sub	clayburnoy@vtielectric.com
Michael McCanna	Graham Const	509-534-1030	Prime	MichaelMcC@graham.us.com
JOHN P JOHNSON	GRAHAM CONST	509-534-1030	PRIME	minej@graham.us.com
Mike Callison	McKinstry Co	509 319-4800	Sub	mikec@Mckinstry.com
DOUB SCHINDLER	"	509 710 8247	"	DOUBS@MCKINSTRY.COM

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**SPOKANE INTERNATIONAL AIRPORT
PARKING OPERATIONS BUILDING**

#13-25

**Mandatory Pre-Bid Conference
March 4, 2015 2:00PM**

Name	Company	Phone / Cell	Prime or Sub	Email Address
MIKE LEAMING	TAYLOR ENGR	509 328-3371		MIKELEAMING@TAYLORENGR.COM
MIKE TERRELL	MT-LA	509 922-7449		MTenell@mt-la.com
Just Weather	Shawmut Pacific	509-385-1986		just.weather@shawmut.com
Stan Baker	Lydig Const	534-0451 509-879-3775	PRIME	spokaneestimating@lydig.com
				staker@lydig.com
Sarah Walker	Shawmut Pacific	244-2800		3052 Shawmut Pacific, US
Ryan Sheehan	SIA	509-455-6418		
Chance F. Assby	SIA	509-455-6451		
ANDREW BARRINGTON	SIA	509-455-6451		
JEFF COURTS	SIA	509-455-6464		
Jennifer Lewis	SIA	509- 455		
Colin Moud	Hill Intl	509 981-0779		colin@moudhillintl.com
Kathy Russell	ALSC	830-8566		Krussell@alscarchitects.com
JEFF WARNER	ALSC	830-8568		jwarn@alscarchitects.com
Aaron Donnelly	MSI	509-624-1050		aarond@msi-engineers.com

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**SPOKANE INTERNATIONAL AIRPORT
PARKING OPERATIONS BUILDING**

#13-25

Mandatory Pre-Bid Conference

March 4, 2015 2:00PM

Name	Company	Phone / Cell	Prime or Sub	Email Address
MATT BLEEN	SIA	978-7276	OWNER	Matt@spokaneairport.com
RAY ATWOOD	Manning Services	309-9303	Fisher	Ray@manningservices.com

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BID PROPOSAL FORM

Parking Operations Building, Phase II, No. 13-25

1.01 TO: Spokane Airports Board
9000 W. Airport Drive, # 204
Spokane, Washington 99224

1.02 FOR: Spokane International Airport

1.03 DATE: _____ (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name & Address

1.05 PRE-BID CONFERENCE – March 4, 2015 @ 2:00 p.m.

1.06 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the a lump sum calculated as follows:

A. TOTAL BASE BID \$ _____

SALES TAX @ 8.7% \$ _____

TOTAL BASE BID PROPOSAL \$ _____

B. TRENCH EXCAVATION SAFETY PROVISIONS \$ _____

1. If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be included in the Total Bid Amount and indicated above for adequate trench safety systems in compliance with RCW 39.041.180. Bidder must include a lump sum dollar amount in amount above (even if the value is \$0.00) to be responsive.

SALES TAX @ 8.7% \$ _____

TOTAL TRENCH EXCAVATION SAFETY PROVISIONS \$ _____

(CONTINUE ON PAGE 2)

C. ROCK EXCAVATION UNIT PRICE ALLOWANCE:

1. Unit Price No. 1: Rock excavation as defined by Unit Price No. 1 in Section 01 22 00 Unit Prices of the specification.

UNIT PRICE NO. 1 AMOUNT \$ 80.00 per cubic yard

ESTIMATED QUANTITY x 1000 cubic yards

TOTAL UNIT PRICE ALLOWANCE NO. 1 \$ 80,000.00
(Multiply Unit Price times Quantity Allowance)

SALES TAX @ 8.7% \$ _____

TOTAL UNIT PRICE ALLOWANCE PROPOSAL

GRAND TOTAL \$ _____
(BASE BID + TRENCH EXCAVATION SAFETY PROVISIONS + ROCK EXCAVATION)

1.07 CONTRACT AWARD

A. The low bid will be determined by the sum of the Base Bid plus the Trench Excavation Safety Provisions plus the Rock Excavation allowance for a Grand Total.

1.08 SUBCONTRACTOR LIST

A. Subcontractor List is a required attachment. Failure to submit Subcontractor List form shall be grounds for setting aside bid as non-responsive.

1.9 ACCEPTANCE

- A. This offer shall be open to acceptance and irrevocable for fifty (50) days from bid closing date.
- B. If this bid is accepted by Owner within the time period stated above we will:
 - 1. Execute the Agreement within seven calendar days of receipt of Notice of Award.
 - 2. Furnish required bonds and insurance within seven calendar days of receipt of Notice Award
 - 3. Commence work within seven calendar days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.10 CONTRACT TIME AND LIQUIDATED DAMAGES

A. If this Bid is accepted, we will complete the Work for **Completion Date One:** (160) calendar days from date of Notice to Proceed for Asphalt work and Landscaping as described in drawings.

1. If the work is not substantially Complete within Contract Time, Liquidated Damages as defined by the General Conditions will be assessed using the following formula:

Liquidated Damages Formula

$$LD = \frac{0.15C}{T}$$

2. Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

$$LD = \frac{\$849,000(0.15)}{160 \text{ day}} = \$795/\text{day}$$

C = original Contract amount

T = original time for Physical Completion

B. If this Bid is accepted, we will complete the **Work for Completion Date Two:** (180) calendar days from date of Notice to Proceed for remainder of the project.

1. $LD = \frac{\$2M(0.15)}{180 \text{ day}} = \$1,667/\text{day}$

1.11 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all cost are included in the Bid Sum.

- 1. Addendum# _____ Dated_____.
- 2. Addendum #_____ Dated_____.
- 3. Addendum #_____ Dated_____.
- 4. Addendum #_____ Dated_____.

1.12 BID FORM SIGNATURE (S)

A. Undersigned designated his office of rector to which notices may be mailed or faxed is the same as the address listed below:

- 1. Company: _____ (Legal Entity Name)
- 2. Submitted by: _____ (Original Signature)
- 3. Print name and title: _____

- 4. Address: _____

- 5. Telephone: _____
- 6. Fax: _____
- 7. E-mail: _____
- 8. Contractor's License No. _____
- 9. State L & I Acct No. _____
- 10. UBI/ Revenue No. _____
- 11. Sales Tax ID No. _____
- 12. Employment Security No. _____

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM

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**GENERAL CONDITIONS FOR SPOKANE AIRPORTS
PUBLIC WORKS CONSTRUCTION 2015**

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request in a format approved by Owner submitted by Contractor to A/E 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. "A/E" means an Architect, Engineer, or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their mutual 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 Form of Proposal, General Conditions, Modifications to the 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.
- 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 individual, partnership, firm, corporation, company, or joint venture contracting with the Owner to do prescribed Work.
- J. "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.
- K. "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.
- L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.
- M. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents.
- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in Part 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 Spokane Airport Board, a joint operation of the City of Spokane and Spokane County, 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.

**GENERAL CONDITIONS FOR SPOKANE AIRPORTS
PUBLIC WORKS CONSTRUCTION 2015**

- | | | |
|-----|--|--|
| T. | "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Part 3.02. | 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. |
| U. | "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors. | 1.02 ORDER OF PRECEDENCE |
| V. | "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents. | Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order: |
| W. | "Project Record" means the separate set of Drawings and Specifications as further set forth in Part 4.02A. | 1. Signed Public Works Contract/Agreement, including any Change Orders, any Special Forms. |
| X. | "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. | 2. Addenda |
| Y. | "Shop Drawings" means documents and other information required to be submitted to A/E 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. | 3. Supplementary Conditions. |
| Z. | "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. | 4. WSDOT Amendments |
| AA. | "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. | 5. Modifications to the General Conditions. |
| AB. | "Subcontractor" means any individual, partnership, firm, corporation, company, or joint venture who is sublet part of the Contract by the Contractor. | 6. General Conditions for Spokane Airport Public Works Construction |
| AC. | "Substantial Completion" means that stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in Part 6.07. | 7. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division. |
| AD. | "Work" means the construction and services required by the Contract Documents, and | 8. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings. |
| | | 9. Signed and Completed Bid/Proposal Form. |
| | | 10. Instructions to Bidders, including Supplementaries |
| | | 11. Advertisement for Bids. |
| | | 1.03 EXECUTION AND INTENT |
| | | Contractor makes the following representations to Owner: |
| | | 1. 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; |
| | | 2. 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 |

**GENERAL CONDITIONS FOR SPOKANE AIRPORTS
PUBLIC WORKS CONSTRUCTION 2015**

requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may or could be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;

3. 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
4. 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

Prior to commencement of the Work, 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 shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this Part 2 shall be licensed to do business under Title 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in the Contract Sum the cost of all insurance and bond costs required to complete the Work. Insurance carriers providing insurance shall be acceptable to Owner, and its A. M. Best rating shall be no less than A- VII and shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and until the statue of repose after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Part 5.16.
 1. Commercial General Liability Insurance (CGL) written on ISO form CG 0001 Edition date 10/01 or equivalent and shall confer a status or contain endorsement (Form CG 2503 or equivalent) requiring that the general aggregate limit of liability shall apply to this Project. Coverage shall be based on an occurrence form and include the hazards of: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations applicable to the additional insureds with Completed Operations to remain in force from the date of Final Acceptance of the Work until the statue of repose. CGL shall also include

Contractual Liability coverage sufficient to meet the requirements of the Contract (including defense cost and attorney fees assumed under the Contract in addition to the required limits of liability).

2. Commercial Auto Liability Insurance written on ISO form CA 0001 Edition date of 10/13 or equivalent covering all owned, leased, hired and non-owned vehicles used in connection with the Contract. .
 - B. 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.
 - C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
 - D. All insurance coverages shall be endorsed to include Owner, the City of Spokane, the County of Spokane, and their elected and appointed officials, agents, and employees, each as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence additional insured. This insurance shall be primary to any insurance maintained by the additional insureds, with the additional insured insurance being noncontributory. This insurance shall include a waiver of subrogation in favor of the additional insured and shall include the severability of interest of the insureds and shall include a waiver of subrogation in favor of the additional insureds. The Additional Insured Endorsements must be on Form CG 2010, or CG2010 (10/01) plus CG 2037 (10/01) or equivalent and for Autos a CA 2048 or equivalent.
 - E. Contractor shall ensure and require that Subcontractors have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors. Subcontractors shall name Contractor and Owner, the City of Spokane, the County of Spokane, and their elected and appointed officials, agents, and employees, each as an additional named and give at least 30 Days' Notice of cancellation.

2.02 COVERAGE LIMITS

The coverage limits shall be not less than the amounts specified in the Agreement; if limits are not specified in

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the Agreement, coverage limits shall be not less than as follows:

- A. Limits of Liability shall not be less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage (other than Automobile liability) Each Occurrence; Personal Injury and Advertising Liability Each Occurrence.
- B. \$2,000,000 Combined Single Limit Annual General Aggregate.
- C. \$2,000,000 Annual Aggregate for Products and Completed Operations Liability.
- D. \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.
- E. For work on the AOA or in close proximity to Aircraft, limits will be a minimum of \$5,000,000.
- F. Coverages and Minimums: Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable provisions of law. Contractor may, at its expense, purchase larger coverage amounts. Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage and additional insured endorsements.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Payment and performance bonds for 100% of the Contract Award Amount and state sales tax, shall be furnished for the Work, using the current version of the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) -- AIA A312 Payment Bond Form and AIA A312 Performance Bond Form or equivalent separate payment and performance bond forms. No payment or performance

bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

2.05 ADDITIONAL BOND SECURITY

Contractor shall promptly furnish payment and performance bonds from an alternate surety if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

- A. Contractor shall purchase and maintain builder's risk insurance, including coverage for portions of Work stored off-site and portions of Work in transit, in the amount of the insurable value, including all Change Orders, for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Builder risk insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Contractor shall be responsible for any deductible.
- C. Builders risk insurance shall provide for partial occupancy or use, the insurance company or companies providing builder risk insurance shall consent to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- D. Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Park 2.06. Each policy shall contain all

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generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 45 days' prior written notice has been given to the Owner.

- E. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Part 5.19, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Part 2.06, 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 shall diligently prosecute the Work to achieve Substantial Completion within the Contract Time.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise identified, the Contractor shall submit a preliminary Progress Schedule at the preconstruction meeting. 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. Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis. 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. 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 part.

- D. 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 Part 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.
- E. 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, 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. 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 the 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.

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- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work. which no substitute reasonably acceptable to Owner was available.
- D. 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.
- B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Part 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- 3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE
- C. 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 negligence of Owner, provided the Contractor makes a request according to Parts 7.02 and 7.03.
- A. 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.
- D. 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.
- B. 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.
- E. 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 Part 7.03, but shall not be entitled to an adjustment in Contract Sum.
- 3.05 DELAY
- F. 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.
- A. 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 are limited to:
- 3.06 NOTICE TO OWNER OF LABOR DISPUTES
1. Acts of God or the public enemy;
- A. If Contractor has knowledge that any actual or potential labor dispute is delaying or may delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
2. Acts or omissions of any government entity;
- B. 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
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 after having reviewed local historical weather data; and
7. Unusual delay in receipt of supplies or products which were ordered and expedited and for

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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. 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. 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. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.
4. Liquidated damages shall be assessed at not less than \$1,000 (unless specifically called out as a different amount in the agreement between the parties) per calendar day for each day beyond the contract completion date that the work remains incomplete.

**PART 4 - SPECIFICATIONS, DRAWINGS, AND
OTHER DOCUMENTS**

**4.01 DISCREPANCIES AND CONTRACT
DOCUMENT REVIEW**

- A. 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. 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 shall carefully study and compare the Contract Documents with each other and with written 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 A/E in writing.
- D. 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 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. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

- A. 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. This separate set of Drawings and Specifications shall be the "Project Record."

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- B. 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 and A/E at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. 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. 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 A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E 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 has approved or taken other appropriate action. Owner and A/E 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. 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 full 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. 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 A/E 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. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

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

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

- A. The Drawings, Specifications, and other documents prepared by A/E 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, and A/E shall be deemed the author of them and will, along with any rights of

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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. The Drawings, Specifications, and other documents prepared by the A/E, 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. 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 appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a non-exclusive license 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 Part 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 Part.
- D. 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 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. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, their employees and agents, including but not limited to their suppliers and materialmen.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, require Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.

5.02 PERMITS, FEES, AND NOTICES

- A. 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. Permits and utility fees are called for and shall be included in Contractor's bid.
- C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of

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public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

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 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 RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries. All determinations of the prevailing rate of wage shall be made by the industrial statistician of the Washington State Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

B. Before commencing the Work, Contractor shall file a statement under oath with Owner and with the Director of Washington State 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. Statements of Intent to Pay Prevailing Wages are required from the Contractor and all subcontractors prior to the approval of the first progress payment. Affidavits of Wages Paid are required for the Contractor and all subcontractors prior to release of retainage.

C. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Washington State 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.

D. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled 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 Washington State Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made. Certified payrolls for the Contractor and all Subcontractors shall be submitted to the Owner by the Contractor on a weekly basis unless previously waived in writing by the Owner.

E. In compliance with chapter 296-127 WAC, Contractor shall pay to the Washington State Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Washington State Department of Labor and Industries for certification.

5.05 HOURS OF LABOR

A. Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours' service.

B. Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

C. Contractor shall be responsible for additional Owner's Representative costs, including but not limited to survey, inspection, etc. and other costs

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incurred by the Owner for contractor work over 40 hours per week.

5.06 NONDISCRIMINATION

- A. 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. 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 RCW 49.60.
 - 2. 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 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 RCW 49.60.
 - 4. 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 Part of the Contract Documents.

5. Contractor shall include the provisions of this Part in every Subcontract.

6. RCW 49.60 is incorporated herein by reference.

5.07 SAFETY PRECAUTIONS

- A. 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 be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act, RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Washington State Department of Labor and Industries). In particular the Contractor's attention is drawn to the requirements of WAC 296-800 which requires employers to provide a safe workplace. More specifically WAC 296-800-11025 prohibits alcohol and narcotics in the workplace. The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work.

- B. 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 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.

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- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals used 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. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. 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 296-800WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. 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. The physical and health hazards of the chemicals in the work area;
 - c. 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. 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. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. 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 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. 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. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall also act if so authorized or instructed by Owner or authorized representative.
- H. Nothing provided in this Part shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

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5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. 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 remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. 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 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 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 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

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

Differing site conditions (changed conditions) will be handled according to Sec 1-04.7 of the WSDOT 2014 Standard Specifications for Road, Bridge, and Municipal Construction M 41-10. Section 1-04.7 is included herein by reference.

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

- A. 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 to be determined by Contractor in advance of actual physical work by Contractor. Contractor shall review and fully comply with RCW 19.122, State of Washington underground utility damage prevention act which is incorporated herein by reference. Contractor shall be responsible for repair of 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 either charge the cost to Contractor or deduct or offset the cost from any funds due Contractor.
- B. 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. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout.

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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. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Contractor shall do all concrete saw cutting, 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. 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 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. Owner may also deduct or offset such cost from any funds due Contractor. Contractor will carefully conserve any utilities furnished.

- B. 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 INSPECTION

- A. 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, 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

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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. 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 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 may also deduct or offset such cost from any funds due Contractor. 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. 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. 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 a request therefor 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 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. If, within one year after the date of Final Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Part 6.09, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to not be 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 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. 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, or deduct or offset the cost from any funds due Contractor.

G. 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. Nothing contained in this Part 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 paragraph 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.

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- I. 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 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, or Owner may deduct or offset the cost from any funds due Contractor.

5.18 ACCESS TO WORK

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

5.19 OTHER CONTRACTS

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. 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 \$2,500.00. 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.
- B. Contractor shall, prior to final progress payment, submit Owner-approved conditional lien releases from Contractor, subcontractors and suppliers performing work or providing materials in excess of

\$2,500.00. Contractor shall, prior to release of retainage, submit Owner-approved unconditional lien releases from Contractor, subcontractors and suppliers performing work or providing materials in excess of \$2,500.00. All Subcontracts must be in writing and signed by the parties thereto. 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.

- C. 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.
- D. Each Subcontract for a portion of the Work is hereby assigned by Contractor to Owner provided that:
 - 1. The assignment is effective only after termination by Owner for cause pursuant to Part 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 - 2. Owner shall have assumed in writing all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 - 3. 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

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- A. 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. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of Owner;
 - 3. Enforce all warranties for the benefit of Owner, if directed by Owner; and
 - 4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this Part shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. The Contractor shall defend, indemnify, and hold harmless the City and County of Spokane, their elected and appointed officials, the Spokane Airport Board, their Agents, Officers, and employees; and A/E, his Agents, Officers, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character, including, but not limited to, attorneys' fees and expenses, whether for bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom, arising out of or in any manner caused or occasioned or claimed to be caused or occasioned by any act, error, omission, fault, or negligence of Contractor or any person or entity employed by or acting on his behalf, including, but not limited to, Subcontractors and vendors, their Subcontractors and subvendors, and the employees and agents of any of the foregoing, in connection with or incident to the Contract or the work to be performed thereunder, except where caused by the sole negligence of the indemnitee, unless otherwise specifically provided in this Part. For suits, actions, legal or administrative proceedings, claims, demands, damages, losses,

penalties, fines, costs, and expenses caused by or resulting from the concurrent negligence of the Owner and the A/E or the Owner's or A/E's agents or employees and the Contractor or the Contractor's agents or employees, in situations where liability for damages arises from claims or bodily injury to persons or damage to property, the preceding indemnity provision shall be valid and enforceable only to the extent of the Contractor's negligence.

Without limiting the foregoing, Contractor shall defend, indemnify, and hold harmless the City and County of Spokane, the Spokane Airport Board, their agents, officers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, penalties, fines, costs, and expenses of whatsoever kind or character, including, but not limited to, attorneys' fees and expenses, arising out of or by reason of any damage or injuries (including death to any person or entity employed by or acting on Contractor's behalf under this Contract, except where caused by the sole negligence of the indemnitee, unless otherwise specifically provided in this Part. For suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses caused by or resulting from the concurrent negligence of the Owner and the A/E or the Owner's or A/E's agents or employees and the Contractor or the Contractor's agents or employees, in situations where liability for damages arises from claims of bodily injury to persons or damage to property, the preceding indemnity provision shall be valid and enforceable only to the extent of the Contractor's negligence.

The obligation of the Contractor under this Article shall not extend to the liability of the Owner and his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs, or specifications.

Contractor acknowledges that by entering into a Contract with Owner, he has mutually negotiated the above indemnity provisions with the Owner and knowingly waives all defenses regarding the validity or effectiveness of the same.

Contractor's indemnity and defense obligations shall survive the termination or completion of the Contract and remain in full force and effect until satisfied in full.

PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

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Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

6.02 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. 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. 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 Part 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. 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. 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. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
- 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
- 3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
- 4. 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. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
- 6. Owner shall at all times have the right of access in company of Contractor;
- 7. Contractor and its surety assume total responsibility for the stored materials; and
- 8. 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 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 RCW 39.76.020 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Subject to Federal Aviation Administration ("FAA") restrictions, Owner shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with RCW 60.28, 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

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bonds and securities to be held in escrow with interest to be paid to Contractor.

C. 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. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 PAYMENTS WITHHELD

- A. 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. Work not in accordance with the Contract Documents and/or otherwise allow for deduction or offset from any funds due Contractor in accordance with the Contract Documents;
 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Work by Owner to correct defective Work or complete the Work in accordance with Parts 5.16 and 5.17;
 4. Failure to perform in accordance with the Contract Documents; or
 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions, including fines for acts of non-compliance with security regulations.
 6. Overtime work by Owner's Representative and assessed liquidated damages.

B. 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 RCW 39.76.020.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

RCW chapters 39.08 and 60.28, 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 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 can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Once Substantial Completion is achieved, the Contractor will not be charged additional time under the Contract unless the Contractor fails to diligently work towards Final Completion. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved. Once Substantial Completion is achieved, the Contractor will have 10 days to schedule a punchlist walkthrough at a time mutually convenient to the parties. Once the punchlist is complete and received by the Contractor, the Contractor shall have 14 days to achieve Final Completion. If the Contractor fails to achieve contract completion within that timeframe, Contract Time will be re-started. Once Contractor achieves Final Completion, Contractor shall notify Owner in writing of same, and schedule a Final Inspection.

6.08 PRIOR OCCUPANCY

A. 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.

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- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy, but only if such loss or damage is attributable to Owner. Contractor's one year duty to repair and 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 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.
- B. Final Acceptance is the formal action of Owner acknowledging in writing Final Completion. 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 Bonds required by this Contract, 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. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 - CHANGES

7.01 CHANGES IN THE WORK

- A. 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 written Contract Change Authorizations (CCA), which are ultimately incorporated into 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 Part 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.

- B. If Owner desires to order a change in the Work, it may request a written proposal from Contractor. Contractor shall submit a proposal within 7 days of the request from Owner, or within such other period as mutually agreed. Contractor's 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. Upon receipt of the proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Parts 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, Owner may direct Contractor to proceed immediately with the 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. 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 CCA, which will become a Change Order once authorized by the Owner. 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. 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

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within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach an agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.

7.02 CHANGE IN CONTRACT SUM

A. General Application

1. 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. 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 Part 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 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. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 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. Within 15 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 paragraph 7.02A 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 paragraph 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. 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.

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- e. 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. 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. On the basis of a fixed price as determined in paragraph 7.02B.
 - b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. On the basis of time and material as determined in paragraph 7.02D.
- 4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in Part 7.02A3 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

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. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
- 2. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material, equipment, overhead, profit, bond and insurance costs.
- 3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state such assumptions in the proposal or request for an equitable adjustment.

- 4. 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, overhead, profit, bond and insurance markups will apply to the net difference.
- 5. 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. Any request for adjustment of Contract Sum based upon the fixed price method shall be subject to the following maximum markup percentages:
 - a. Contractor costs: This is defined as payments to Contractor for changed Work performed by Contractor. The maximum markup percentages for Contractor costs shall be a single markup percentage not-to-exceed ten percent (10%) of the net direct costs of: (1) direct labor and allowable labor burden costs applicable solely to the Change Order; (2) net cost of material and equipment incorporated solely into the Work covered by a Change Order; and (3) net rental cost of major equipment and related fuel costs solely necessary to complete the Work covered by a Change Order.
 - b. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed 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. The maximum markup percentages for Subcontractor costs shall be a single markup percentage not-to-exceed five percent (5%) of the net direct costs of all Work covered by a Change Order and performed by a Subcontractor.

C. Change Order Pricing -- Unit Prices

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1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Cost limit of reimbursement.
2. 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. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
 - b. Quantities must be supported by field measurement statements signed by Owner.

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. Identify on daily time sheets all labor performed in accordance with said authorization. Submit copies of daily time sheets within 2 working days for Owner's review;

c. Leave access as appropriate for quantity measurement;

d. Perform all Work in accordance with this Part as efficiently as possible; and

e. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:

a. Labor detailed on daily time sheets; and

b. Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

A. 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. 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. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 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

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

1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Cost limit of reimbursement.
2. Contractor shall:
 - a. Cooperate with Owner and assist in

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record and if requested, shall promptly furnish copies of such record to Owner.

2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 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. Within 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 paragraph 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. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.

- C. 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. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
 1. The change in Contract Time shall solely be caused by the fault or negligence of Owner, A/E or Force Majeure;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under Part 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - a. cost of nonproductive field supervision or;
 - a. cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. cost of temporary facilities or equipment rental extended because of the delay;
 - d. cost of insurance extended because of the delay;
 - e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract Sum divided by the Contract Time for each day of the delay.

7.04 DIFFERING SITE CONDITIONS

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A. The parties agree that differing site conditions (changed conditions) will be handled in complete accordance with Section 1-04.7 of the Standard Specifications for Road, Bridge, and Municipal Construction, 2014, M41-10, Washington State Department of Transportation, which is attached hereto by reference, including all citations and cross-references contained within 1-04.7, Section 1-08.8, 1-09.4, 1-05.1, 1-04.5, and 1-09.11 on the 2014 Standard Specifications. If there is a conflict between the Standard Specification and these General Conditions, the Standard Specifications shall govern.

**PART 8 - CLAIMS & DISPUTE RESOLUTION,
ET AL**

8.01 CLAIMS ET AL

A. The parties agree that disputes and claims will be handled in complete accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2014, M 41-10, Washington State Department of Transportation, the following sections of which are made a part of this Contract and are attached hereto by reference: Section 1-03.7, Judicial Review; Section 1-04.4, Changes; Section 1-04.5, Procedure & Protest by the Contractor; Section 1-04.7, Differing Site Conditions (Changed Conditions); Section 1-08.10 Termination of Contract, Section 1-09.11, Disputes & Claims; Section 1-09.12, Audits; and Section 1-09.13, Claims Resolution. If there is a conflict between any other portion of these General Conditions and the 2014 Standard Specifications, referenced above, the Standard Specifications shall govern.

PART 9 – TERMINATION OF WORK

9.01 TERMINATION BY OWNER FOR CAUSE

A. Owner may, upon 7 days written notice to Contractor, 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 the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
2. 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 in a material way to replace or correct Work not in conformance with the Contract Documents;
4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment, as determined in the sole discretion of Owner;
5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
7. Contractor is otherwise in material breach of any provision of the Contract Documents.

B. Upon termination, Owner may at its option:

1. 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 pursuant to Part 5.20; and
3. Finish the Work by whatever other reasonable method it deems expedient.

C. 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. When Owner terminates the Work in accordance with this Part, Contractor shall take the actions set forth in paragraph 9.02(B), and shall not be entitled to receive further payment until the Work is accepted.

E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the

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difference to Owner. These obligations for payment shall survive termination.

- F. Termination of the Work in accordance with this Part shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Part 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. 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. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
 - 1. Stop performing Work on the date and as specified in the notice of termination;
 - 2. 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 all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 - 4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 - 5. 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 only to the extent not terminated.
- C. 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 a 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. 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

The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be the Superior Court of Spokane County, WA.

10.02 SUCCESSORS AND ASSIGNS

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. 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

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. Reference to the Revised Code of Washington or Washington Administrative Code shall be the code provision in effect or as may be amended. Wherever in the 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.

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10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

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

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records created or used for the work performed pursuant to this Contract, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

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 PAY FOR UNITS CONSTRUCTED

Section 1-09.9, Payments, and Section 1-09.9(1) Retainage, of the WSDOT 2014 Standard Specifications, M41-10, is incorporated herein by reference.

10.11 SUSPENSION OF WORK

Section 1-08.6, Suspension of Work, of the WSDOT 2014 Standard Specifications, M41-10, is incorporated herein by reference.

10.12 MAINTENANCE DURING SUSPENSION

Section 1-08.7, Maintenance During Suspension, of the WSDOT 2014 Standard Specifications, M41-10, is incorporated herein by reference.

10.13 EXTENSIONS OF TIME

Section 1-08.8, Extensions of Time, of the WSDOT 2014 Standard Specifications, M41-10, is incorporated herein by reference.

10.14 TEMPORARY WATER POLLUTION/EROSION CONTROL

Section 1-07.15, Temporary Water Pollution/Erosion Control, of the WSDOT 2014 Standard Specifications, M41-10, is incorporated herein by reference.

10.15 CONTROL OF MATERIAL

The following sections of the WSDOT 2014 Standard Specifications, M41-10, are incorporated herein by reference: 1-06.1, Approval of Materials Prior to Use; 1-06.1 (1), Qualified Products List; 1-06.1 (2), Request for Approval of Material; 1-06.2(1) Samples and Tests for Acceptance.

10.16 ARCHAEOLOGICAL AND HISTORICAL OBJECTS

Section 1-07.16(4), Archaeological and Historical Objects, of the WSDOT 2014 Standard Specifications, M41-10, is incorporated herein by reference

10.17 TEMPORARY TRAFFIC CONTROL

Section 1-10, Temporary Traffic Control, of the WSDOT 2014 Standard Specifications, M41-10, is incorporated herein by reference.

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10.18 AIRPORT SECURITY PLAN VIOLATIONS

Contractor shall comply with the Airport Security Program (ASP); 49 CFR 1542. Failure to comply with the ASP will result in a \$1,000.00 fine per violation incident. Upon the third violation, the Contractor may be subject to review by the Airport Board. All fines and or violations against Owner due to Contractor fault or negligence will be assessed against the Contractor and withheld from progress payments per Part 6.05. Actions by the Owner may include, but not limited to, removal of Contractor and/or Subcontractor(s) from project, Suspension of Work per Section 1-08.6, and Termination for Default per Section 1-08.10(1), of the WSDOT 2014 Standard Specifications M 41-10.

10.19 LITIGATION COSTS AND EXPENSES

If either Owner or Contractor institutes any legal suit, action or proceeding against the other party to enforce the Contract Documents, the prevailing party in the suit, action or proceeding is entitled to receive, and the non-prevailing shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action or proceeding, including actual attorneys' fees, expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs and expenses incident to appellate, bankruptcy and post-judgment proceedings).

SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY:

- A. Section Includes: Finish Hardware for door openings, except as otherwise specified herein.
 - 1. Door hardware for steel (hollow metal) doors.
 - 2. Door hardware for aluminum doors.
 - 3. Door hardware for other doors indicated.
 - 4. Keyed cylinders as indicated.
- B. Related Sections:
 - 1. Division 6: Rough Carpentry.
 - 2. Division 8: Aluminum Doors and Frames
 - 3. Division 8: Hollow Metal Doors and Frames.
 - 4. Division 26 Electrical
 - 5. Division 28: Electronic Security
- C. References: Comply with applicable requirements of the following standards. Where these standards conflict with other specific requirements, the most restrictive shall govern.
 - 1. Builders Hardware Manufacturing Association (BHMA)
 - 2. NFPA 101 Life Safety Code
 - 3. NFPA 80 -Fire Doors and Windows
 - 4. ANSI-A156.xx- Various Performance Standards for Finish Hardware
 - 5. UL10C – Positive Pressure Fire Test of Door Assemblies
 - 6. ANSI-A117.1 – Accessible and Usable Buildings and Facilities
 - 7. DHI /ANSI A115.IG – Installation Guide for Doors and Hardware
 - 8. ICC – International Building Code
- D. Intent of Hardware Groups
 - 1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
 - 2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to be submitted to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.

1.2 SUBSTITUTIONS:

- A. Comply with Division 1.

1.3 SUBMITTALS:

- A. Comply with Division 1.

- B. Special Submittal Requirements: Combine submittals of this Section with Sections listed below to ensure the "design intent" of the system/assembly is understood and can be reviewed together.
- C. Product Data: Manufacturer's specifications and technical data including the following:
1. Detailed specification of construction and fabrication.
 2. Manufacturer's installation instructions.
 3. Wiring diagrams for each electric product specified. Coordinate voltage with electrical before submitting.
 4. Submit 6 copies of catalog cuts with hardware schedule.
 5. Provide 9001-Quality Management and 14001-Environmental Management for products listed in Materials Section 2.2
- D. Shop Drawings - Hardware Schedule: Submit 6 complete reproducible copy of detailed hardware schedule in a vertical format.
1. List groups and suffixes in proper sequence.
 2. Completely describe door and list architectural door number.
 3. Manufacturer, product name, and catalog number.
 4. Function, type, and style.
 5. Size and finish of each item.
 6. Mounting heights.
 7. Explanation of abbreviations and symbols used within schedule.
 8. Detailed wiring diagrams, specially developed for each opening, indicating all electric hardware, security equipment and access control equipment, and door and frame rough-ins required for specific opening.
- E. Templates: Submit templates and "reviewed Hardware Schedule" to door and frame supplier and others as applicable to enable proper and accurate sizing and locations of cutouts and reinforcing.
1. Templates, wiring diagrams and "reviewed Hardware Schedule" of electrical terms to electrical for coordination and verification of voltages and locations.
- F. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.
1. Operating and maintenance manuals: Submit 3 sets containing the following.
 - a. Complete information in care, maintenance, and adjustment, and data on repair and replacement parts, and information on preservation of finishes.
 - b. Catalog pages for each product.
 - c. Name, address, and phone number of local representative for each manufacturer.
 - d. Parts list for each product.
 2. Copy of final hardware schedule, edited to reflect, "As installed".
 3. Copy of final keying schedule
 4. As installed "Wiring Diagrams" for each piece of hardware connected to power, both low voltage and 110 volts.
 5. One set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

1.4 QUALITY ASSURANCE

A. Comply with Division 1.

1. Statement of qualification for distributor and installers.
2. Statement of compliance with regulatory requirements and single source responsibility.
3. Distributor's Qualifications: Firm with 3 years experience in the distribution of commercial hardware.
 - a. Distributor to employ full time Architectural Hardware Consultants (AHC) for the purpose of scheduling and coordinating hardware and establishing keying schedule.
 - b. Hardware Schedule shall be prepared and signed by an AHC.
4. Installer's Qualifications: Firm with 3 years experienced in installation of similar hardware to that required for this Project, including specific requirements indicated.
5. Regulatory Label Requirements: Provide testing agency label or stamp on hardware for labeled openings.
 - a. Provide UL listed hardware for labeled and 20 minute openings in conformance with requirements for class of opening scheduled.
 - b. Underwriters Laboratories requirements have precedence over this specification where conflict exists.
6. Single Source Responsibility: Except where specified in hardware schedule, furnish products of only one manufacturer for each type of hardware.

- ##### B. Review Project for extent of finish hardware required to complete the Work. Where there is a conflict between these Specifications and the existing hardware, notify the Architect in writing and furnish hardware in compliance with the Specification unless otherwise directed in writing by the Architect.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping: Comply with Division 1.

1. Deliver products in original unopened packaging with legible manufacturer's identification.
2. Package hardware to prevent damage during transit and storage.
3. Mark hardware to correspond with "reviewed hardware schedule".
4. Deliver hardware to door and frame manufacturer upon request.

- ##### B. Storage and Protection: Comply with manufacturer's recommendations.

1.6 PROJECT CONDITIONS:

- ##### A. Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for the proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.
- ##### B. Review Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

1.7 WARRANTY:

- A. Refer to Conditions of the Contract
- B. Manufacturer's Warranty:
 - 1. Closers: Ten years
 - 2. Exit Devices: Five Years
 - 3. Locksets & Cylinders: Three years
 - 4. All other Hardware: Two years.

1.8 OWNER'S INSTRUCTION:

- A. Instruct Owner's personnel in operation and maintenance of hardware units.

1.9 MAINTENANCE:

- A. Extra Service Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals Section.
 - 1. Special Tools: Provide special wrenches and tools applicable to each different or special hardware component.
 - 2. Maintenance Tools: Provide maintenance tools and accessories supplied by hardware component manufacturer.
 - 3. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra service materials.
- B. Maintenance Service: Submit for Owner's consideration maintenance service agreement for electronic products installed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. The following manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

<u>Item:</u>	<u>Manufacturer:</u>	<u>Approved:</u>
Hinges	Stanley	Bommer, McKinney
Locksets	Best	
Cylinders	Best	
Closers	Stanley	
Protection Plates	Trimco	Hager, Rockwood
Threshold & Gasket	Pemko	National Guard, Reese

2.2 MATERIALS:

- A. Hinges: Shall be concealed ball bearing hinges
 - 1. Template screw hole locations
 - 2. Bearings are to be fully hardened.
 - 3. Bearing shell is to be consistent shape with barrel.

4. Minimum of 2 permanently lubricated non-detachable bearings on standard weight hinge and 4 permanently lubricated bearing on heavy weight hinges.
5. Equip with easily seated, non-rising pins.
6. Non Removable Pin screws shall be slotted stainless steel screws.
7. Hinges shall be full polished, front, back and barrel.
8. Hinge pin is to be fully plated.
9. Bearing assembly is to be installed after plating.
10. Sufficient size to allow 180-degree swing of door
11. Furnish five knuckles with flush ball bearings
12. Provide hinge type as listed in schedule.
13. Furnish 3 hinges per leaf to 7 foot 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
14. Tested and approved by BHMA for all applicable ANSI Standards for type, size, function and finish
15. UL10C listed for Fire rated doors.

B. Cylindrical Type Locks and Latchsets:

1. Tested and approved by BHMA for ANSI A156.2, Series 4000, Operational Grade 1, Extra-Heavy Duty, and be UL10C listed.
2. Provide 9001-Quality Management and 14001-Environmental Management.
3. Fit modified ANSI A115.2 door preparation.
4. Locksets and cores to be of the same manufacturer to maintain complete lockset warranty
5. Locksets to have anti-rotational studs that are thru-bolted
6. Keyed lever shall not have exposed "keeper" hole
7. Each lever to have independent spring mechanism controlling it
8. 2-3/4 inch (70 mm) backset
9. 9/16 inch (14 mm) throw latchbolt
10. Provide sufficient curved strike lip to protect door trim
11. Outside lever sleeve to be seamless, of one-piece construction made of a hardened steel alloy
12. Keyed lever to be removable only after core is removed, by authorized control key
13. Provide locksets with 7-pin removable and interchangeable core cylinders
14. Hub, side plate, shrouded rose, locking pin to be a one-piece casting with a shrouded locking lug.
15. Locksets outside locked lever must withstand minimum 1400 inch pounds of torque. In excess of that, a replaceable part will shear. Key from outside and inside lever will still operate lockset.
16. Core face must be the same finish as the lockset.
17. Functions and design as indicated in the hardware groups.

C. Exit Devices shall:

1. Tested and approved by BHMA for ANSI 156.3, Grade 1
2. Provide 9001-Quality Management and 14001-Environmental Management.
3. Furnish UL or recognized independent laboratory certified mechanical operational testing to 9 million cycles minimum.
4. Provide a deadlocking latchbolt
5. Non-fire rated exit devices shall have cylinder dogging.
6. Touchpad shall be "T" style
7. Exposed components shall be of architectural metals and finishes.
8. Lever design shall match lockset lever design
9. Provide strikes as required by application.
10. Fire exit devices to be listed for UL10C
11. UL listed for Accident Hazard

12. Shall consist of a cross bar or push pad, the actuating portion of which extends across, shall not be less than one half the width of the door leaf.
13. Provide vandal resistant or breakaway trim
14. Aluminum vertical rod assemblies are acceptable only when provide with the manufacturers optional top and bottom stainless steel rod guard protectors.

D. Door Closers shall:

1. Tested and approved by BHMA for ANSI 156.4, Grade 1
2. UL10C certified
3. Provide 9001-Quality Management and 14001-Environmental Management.
4. Closer shall have extra-duty arms and knuckles
5. Conform to ANSI 117.1
6. Maximum 2 7/16 inch case projection with non-ferrous cover
7. Separate adjusting valves for closing and latching speed, and backcheck
8. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
9. Full rack and pinion type closer with 1½" minimum bore
10. Mount closers on non-public side of door, unless otherwise noted in specification
11. Closers shall be non-handed, non-sized and multi-sized.

E. Kickplates: Provide with four beveled edges ANSI J102, 10 inches high by width less 2 inches on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.

F. Weatherstripping: Provide at head and jambs only those units where resilient or flexible seal strip is easily replaceable. Where bar-type weatherstrip is used with parallel arm mounted closers install weatherstrip first.

1. Weatherstrip shall be resilient seal of (Neoprene, Polyurethane, Vinyl, Pile, Nylon Brush, Silicone)
2. UL10C Positive Pressure rated seal set when required.

G. Door Bottoms/Sweeps: Surface mounted or concealed door bottom where listed in the hardware sets.

1. Door seal shall be resilient seal of (Neoprene, Polyurethane, Nylon Brush, Silicone)
2. UL10C Positive Pressure rated seal set when required.

H. Thresholds: Thresholds shall be aluminum beveled type with maximum height of ½" for conformance with ADA requirements. Furnish as specified and per details. Provide fasteners and screws suitable for floor conditions.

2.3 FINISH:

- A. Designations used in Schedule of Finish Hardware - 3.05, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products
- B. Powder coat door closers to match other hardware, unless otherwise noted.
- C. Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.

2.4 KEYS AND KEYING:

- A. Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system. Permanent cores and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.
- B. Cylinders, removable and interchangeable core system: Best CORMAX™ Patented 7-pin.
- C. Permanent keys and cores: Stamped with the applicable key mark for identification. These visual key control marks or codes will not include the actual key cuts. Permanent keys will also be stamped "Do Not Duplicate."
- D. Transmit Grand Masterkeys, Masterkeys and other Security keys to Owner by Registered Mail, return receipt requested.
- E. Furnish keys in the following quantities:
 - 1. 2 each Change keys each keyed core
 - 2. 15 each Construction masterkeys
 - 3. 1 each Control keys
- F. The Owner, or the Owner's agent, will install permanent cores and return the construction cores to the Hardware Supplier. Construction cores and keys remain the property of the Hardware Supplier.
- G. Keying Schedule: Arrange for a keying meeting, and programming meeting with Architect Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying and programming complies with project requirements. Furnish 3 typed copies of keying and programming schedule to Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of conditions: Examine doors, frames, related items and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.
 - 1. Do not proceed until unsatisfactory conditions have been corrected.

3.2 HARDWARE LOCATIONS:

- A. Mount hardware units at heights indicated in the following publications except as specifically indicated or required to comply with the governing regulations.
 - 1. Recommended Locations for Builder's Hardware for Standard Steel Doors and Frames, by the Door and Hardware Institute (DHI).
 - 2. Recommended locations for Architectural Hardware for flush wood doors (DHI).
 - 3. WDMA Industry Standard I.S.-1A-04, Industry Standard for Architectural wood flush doors.

3.3 INSTALLATION:

- A. Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- B. Conform to local governing agency security ordinance.
- C. Install Conforming to ICC/ANSI A117.1 Accessible and Usable Building and Facilities.
 - 1. Adjust door closer sweep periods so that from the open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the landing side of the door.
- D. Installed hardware using the manufacturers fasteners provided. Drill and tap all screw holes located in metallic materials. Do not use "Riv-Nuts" or similar products.

3.4 FIELD QUALITY CONTROL AND FINAL ADJUSTMENT

- A. Contractor/Installers, Field Services: After installation is complete, contractor shall inspect the completed door openings on site to verify installation of hardware is complete and properly adjusted, in accordance with both the Contract Documents and final shop drawings.
 - 1. Check and adjust closers to ensure proper operation.
 - 2. Check latchset, lockset, and exit devices are properly installed and adjusted to ensure proper operation.
 - a. Verify levers are free from binding.
 - b. Ensure latchbolts and dead bolts are engaged into strike and hardware is functioning.
 - 3. Report findings, in writing, to architect indicating that all hardware is installed and functioning properly. Include recommendations outlining corrective actions for improperly functioning hardware if required.

3.5 SCHEDULE OF FINISH HARDWARE:

Manufacturer List

<u>Code</u>	<u>Name</u>
AB	ABH Manufacturing Inc.
BE	Best Access Systems
BY	By Others
PE	Pemko
PR	Precision
SD	Stanley Door Closers
ST	Stanley
TR	Trimco

Finish List

<u>Code</u>	<u>Description</u>
AL	Aluminum
626	Satin Chromium Plated
630	Satin Stainless Steel
689	Aluminum Painted
GREY	Grey
US26D	Chromium Plated, Dull
US32D	Stainless Steel, Dull

Option List

<u>Code</u>	<u>Description</u>
C	Quick Connect Wiring System
54	CONCEALED WIRES (4) STAINLESS STEEL HING
CD	CYLINDER DOGGING
CE	CONC. WIRES-USE WITH 18,54,56,58 SUFFIX
ELR	ELECTRIC LATCH RETRACTION
RQE	REQUEST TO EXIT
TDS	TOUCHBAR MONITORING DOUBLE SWITCH
MSES10SS	SS/MS&ES10 (for 36")

Hardware Sets

SET #01

1	Continuous Hinge	662 HD UL	AL	ST
1	Exit Device	2403 X 2003C CD	630	PR
1	Rim Cylinder	12E-72 PATD	626	BE
1	Mortise Cylinder	1E-74 PATD	626	BE
1	Door Closer	CLD-4551 CS	689	SD
1	Threshold	271 A MSES10SS		PE

NOTE: Gaskets & Seals are by door manufacturer

SET #02

1	Continuous Hinge	662 HD UL x EPT Prep	AL	ST
1	Exit Device	ELR TDS 2403 X 2003C CD	630	PR
1	Rim Cylinder Dummy	12E-02	626	BE
1	Mortise Cylinder	1E-74 PATD	626	BE
1	Door Closer	CLD-4551 CS	689	SD
1	Power Transfer	EPT-5		PR
1	Card Reader	BY OWNER'S SECURITY VENDOR		BY
1	Wire Harness	WH-38		BE
1	Wire Harness	WH-192		BE
1	Threshold	271 A MSES10SS		PE

NOTE: Gaskets & Seals are by door manufacturer

Operation:

Presenting a valid credential to the card reader retracts the latchbolt on the exit device allowing the door to be pulled open. Free egress from the inside at all times. Request to exit and touchbar monitoring are provided by the exit device.

SET #03

1	Continuous Hinge	662 HD UL x EPT Prep	AL	ST
1	Exit Device	ELR TDS 2103 x 1703C CD	630	PR
1	Rim Cylinder Dummy	12E-02	626	BE
1	Mortise Cylinder	1E-74 PATD	626	BE
1	Door Closer	CLD-4551 CS	689	SD
1	Power Transfer	EPT-5		PR
1	Card Reader	BY OWNER'S SECURITY VENDOR		BY
1	Wire Harness	WH-38		BE
1	Wire Harness	WH-192		BE
1	Weatherstrip	305 CR (Head & Jambs)		PE
1	Door Bottom	315 CN		PE
1	Threshold	271 A MSES10SS		PE

NOTE: Operation:

Presenting a valid credential to the card reader retracts the latchbolt on the exit device allowing the door to be pulled open. Free egress from the inside at all times. Request to exit and touchbar monitoring are provided by the exit device.

SET #04

2	Hinges	CB191 4 1/2 X 4 1/2 NRP	US32D	ST
1	Hinges	CE CB191 4 1/2 X 4 1/2 NRP 54	US32D	ST
1	Electro-mech Lock	45HW-7DEU15H PATD C RQE	630	BE
	Provide lockset with dummy cylinder at door 121c			
1	Door Closer	CLD-4551 CS	689	SD
1	Card Reader	BY OWNER'S SECURITY VENDOR		BY
1	Wire Harness	WH-38		BE
1	Wire Harness	WH-192		BE
1	Weatherstrip	305 CR (Head & Jambs)		PE
1	Door Bottom	315 CN		PE
1	Threshold	271 A MSES10SS		PE

NOTE: Operation:

Presenting a valid credential to the card reader unlocks the lockset allowing the door to be opened. Free egress from the inside at all times. Request to exit is provided by the lockset.

SET #05

3	Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1	Privacy Set	9K3-0L15D	626	BE
1	Overhead Stop	4020 Series	US32D	AB
3	Door Silencers	1229A	GREY	TR

SET #06

1	Continuous Hinge	662 HD UL x EPT Prep	AL	ST
1	Exit Device	ELR TDS 2103 x 1703C CD	630	PR
1	Rim Cylinder Dummy	12E-02	626	BE
1	Mortise Cylinder	1E-74 PATD	626	BE
1	Door Closer	CLD-4551 CS	689	SD
1	Power Transfer	EPT-5		PR
1	Card Reader	BY OWNER'S SECURITY VENDOR		BY
1	Wire Harness	WH-38		BE
1	Wire Harness	WH-192		BE

NOTE: Operation:

Presenting a valid credential to the card reader retracts the latchbolt on the exit device allowing the door to be pulled open. Free egress from the inside at all times. Request to exit and touchbar monitoring are provided by the exit device

SET #07

2	Hinges	CB179 4 1/2 x 4 1/2 NRP	US26D	ST
1	Electric Hinge	CECB179-54 4 1/2 X 4 1/2	US26D	ST
1	Electro-mech Lock	45HW-7DEU15H PATD C RQE	630	BE
1	Door Closer	CLD-4551 CS	689	SD
1	Card Reader	BY OWNER'S SECURITY VENDOR		BY
1	Wire Harness	WH-38		BE
1	Wire Harness	WH-192		BE
3	Door Silencers	1229A	GREY	TR

NOTE: Operation:

Presenting a valid credential to the card reader unlocks the lockset allowing the door to be opened. Free egress from the inside at all times. Request to exit is provided by the lockset.

SET #08

3	Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1	Lockset	9K3-7AB15D PATD	626	BE
1	Overhead Stop	4020 Series	US32D	AB
3	Door Silencers	1229A	GREY	TR

SET #09

3	Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1	Passage Set	9K3-0N15D	626	BE
1	Overhead Stop	4020 Series	US32D	AB
3	Door Silencers	1229A	GREY	TR

SET #10

3	Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1	Passage Set	9K3-0N15D	626	BE
1	Wall Bumper	1270WV	630	TR
3	Door Silencers	1229A	GREY	TR

SET #11

3	Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1	Privacy Set	9K3-0L15D	626	BE
1	Wall Bumper	1270WV	630	TR
3	Door Silencers	1229A	GREY	TR

SET #12

6 Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
2 Dummy Trim	9K-01DT15D	626	BE
2 Overhead Stop	4020 Series	US32D	AB
2 Roller Latch	1554	626	TR
2 Door Silencers	1229A	GREY	TR

SET #13

3 Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1 Lockset	9K3-7D15D PATD	626	BE
1 Wall Bumper	1270WV	630	TR
3 Door Silencers	1229A	GREY	TR

SET #14

3 Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1 Lockset	9K3-7AB15D PATD	626	BE
1 Overhead Stop	4020 Series	US32D	AB
3 Door Silencers	1229A	GREY	TR

SET #15

2 Hinges	CB179 4 1/2 X 4 1/2	US26D	ST
1 Lockset	9K3-7D15D PATD	626	BE
1 Overhead Stop	4020 Series	US32D	AB
3 Door Silencers	1229A	GREY	TR

SET #16

6 Hinges	CB191 4 1/2 X 4 1/2 NRP	US32D	ST
2 Flush Bolt	3915	626	TR
1 Dustproof Strike	3911	630	TR
1 Lockset	45H-7D15H PATD x FLS	630	BE
Provide lockset with dummy cylinder at door 121b			
1 Weatherstrip	305 CR (Head & Jambs)		PE
1 Astragal	357 SP x SNB		PE
2 Door Bottom	315 CN		PE
1 Threshold	271 A MSES10SS		PE

SET #17

1 Continuous Hinge	662 HD UL	AL	ST
1 Exit Device	2108 x 4908A CD	630	PR
1 Rim Cylinder	12E-72 PATD	626	BE
1 Mortise Cylinder	1E-74 PATD	626	BE
1 Door Closer	CLD-4551 CS	689	SD
3 Door Silencers	1229A	GREY	TR

SET #18

1	Continuous Hinge	662 HD UL x EPT Prep	AL	ST
1	Exit Device	ELR TDS 2403 X 2003C CD	630	PR
1	Key Switch	MKAN	630	SU
1	Rim Cylinder Dummy	12E-02	626	BE
2	Mortise Cylinder	1E-74 PATD	626	BE
1	Low Energy Operator	CLD-4990	689	PR
1	Power Transfer	EPT-5		PR
2	Actuator	CL4163		PR
1	Wire Harness	WH-38		BE
1	Wire Harness	WH-192		BE
1	Threshold	271 A MSES10SS		PE

NOTE: Gaskets & Seals are by door manufacturer

Operation:

Presenting the actuator inside or outside retracts the latch bolt on the exit device and signals the operator to open the door. Key switch to override the exterior actuator for after hour's security.

SET #19

1	Continuous Hinge	662 HD UL	AL	ST
1	Push/Pull Set	1737	630	TR
1	Door Closer	CLD-4551 CS	689	SD

NOTE: Gaskets & Seals are by door manufacturer

Opening List

Opening	Hdw Set
102	05
104	06
105	17
106	07
107	08
108	08
109	09
110	10
111	19
112	01
113	02
114	11
115	11
117	04
119	13
120	13
122	13
201	15
118A	02
118B	03
118C	12
121A	14
121B	16
121C	04
101	18

SECTION 08 91 19

FIXED LOUVERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes: Fixed, extruded-aluminum louvers.

1.3 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For louvers specified to bear AMCA seal, include printed catalog pages showing specified models with appropriate AMCA Certified Ratings Seals.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
 - 1. Show weep paths, gaskets, flashing, sealant, and other means of preventing water intrusion.
 - 2. Show mullion profiles and locations.
- C. Samples: For each type of metal finish required.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on evaluation of comprehensive tests performed according to AMCA 500-L by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver and showing compliance with performance requirements specified.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
 - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.7 FIELD CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain louvers from single source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.

2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.
 - 1. Wind Loads: Determine loads based on pressures as indicated on Drawings.
- B. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- D. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

2.3 FIXED, EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal, Drainable-Blade Louver:
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide C/S Model A6105-A6125 or equivalent products by one of the following:

- a. [Aiolite Company, LLC \(The\)](#).
 - b. [Construction Specialties, Inc.](#)
 - c. [Greenheck Fan Corporation](#).
 - d. [Industrial Louvers, Inc.](#)
 - e. [Ruskin Company; Tomkins PLC.](#)
2. Louver Depth: **6 inches (150 mm)**.
 3. Frame and Blade Nominal Thickness: Not less than **0.080 inch (2.03 mm)**.
 4. Louver Performance Ratings:
 - a. Free Area: Not less than 7.68 sq. ft. for **48-inch- (1220-mm-)** wide by **48-inch- (1220-mm-)** high louver.
 - b. Free area velocity at Point of Beginning Water Penetration: Not less than 764 fpm.
 - c. Intake pressure drop at 0.01 ozft² free area velocity: 0.11 in H₂O.
 - d. Exhaust pressure drop at 1000 FPM free area velocity: 0.16 H₂O.
 5. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.4 MATERIALS

- A. Aluminum Extrusions: **ASTM B 221**, Alloy 6063-T5, T-52, or T6.
- B. Aluminum Sheet: **ASTM B 209**, Alloy 3003 or 5005 with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Fasteners: Use types and sizes to suit unit installation conditions.
 1. Use tamper-resistant screws for exposed fasteners unless otherwise indicated.
 2. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.
 3. For fastening galvanized steel, use hot-dip-galvanized steel or 300 series stainless-steel fasteners.
 4. For fastening stainless steel, use 300 series stainless-steel fasteners.
 5. For color-finished louvers, use fasteners with heads that match color of louvers.
- D. Postinstalled Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, made from stainless-steel components, with capability to sustain, without failure, a load equal to 4 times the loads imposed, for concrete, or 6 times the load imposed for masonry, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.5 FABRICATION

- A. Factory assemble louvers to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Maintain equal louver blade spacing to produce uniform appearance.
- C. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.

- D. Include supports, anchorages, and accessories required for complete assembly.
- E. Provide vertical mullions of type and at spacings indicated, but not more than is recommended by manufacturer, or 72 inches (1830 mm) o.c., whichever is less.
- F. Provide subsills made of same material as louvers for recessed louvers.
- G. Join frame members to each other and to fixed louver blades with fillet welds concealed from view, threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.6 ALUMINUM FINISHES

- A. High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2604 and containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 INSTALLATION

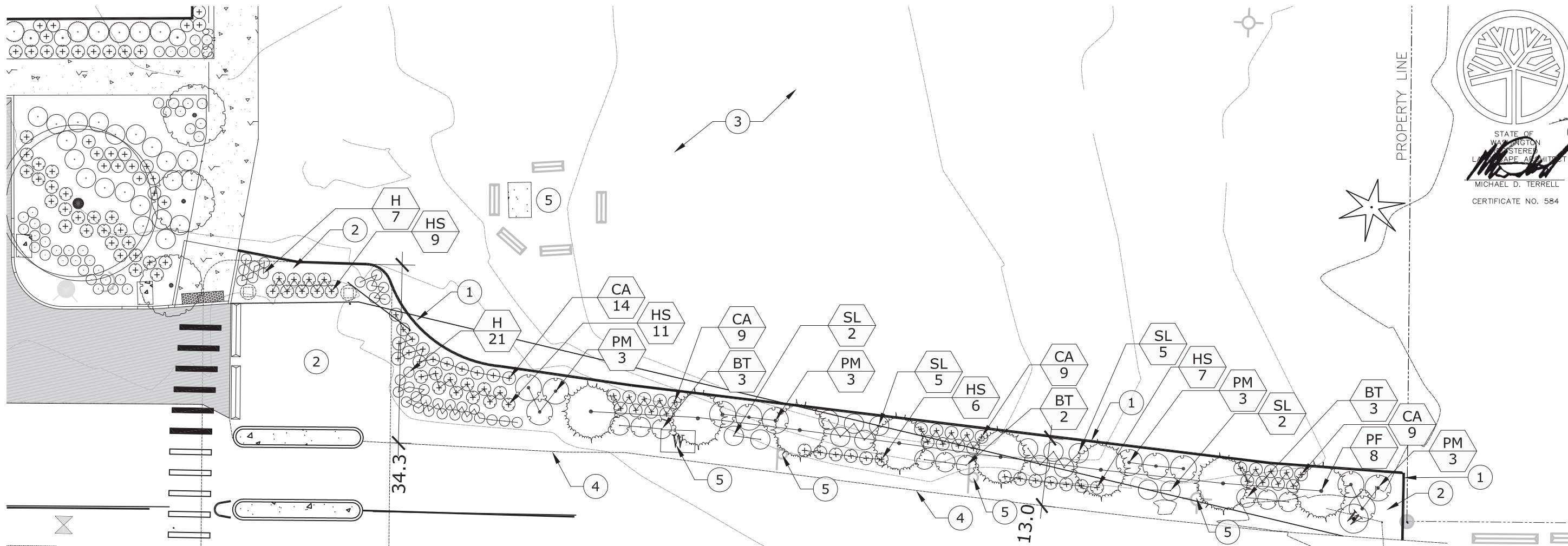
- A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.

- E. Protect unpainted galvanized and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.
- F. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 079200 "Joint Sealants" for sealants applied during louver installation.

3.4 ADJUSTING AND CLEANING

- A. Clean exposed louver surfaces that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate during construction period.
- B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- C. Restore louvers damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.
 - 1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION 08 91 19



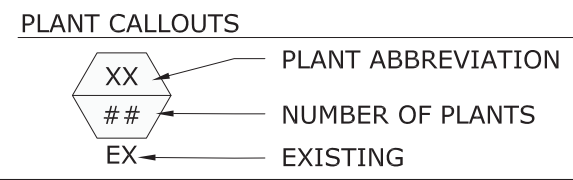
A LANDSCAPE PLAN

CALLOUTS

- 1 CONCRETE MOW CURB EDGING.
- 2 LANDSCAPE AREA WITH ROCK MULCH TOP DRESSING. SEE CONSTRUCTION NOTES ON ORIGINAL LANDSCAPE BID PLANS. REMOVE EXISTING ROCK LARGER THAN 4" FROM SITE. INSTALL 6" OF TOPSOIL IN PLANTER BED.
- 3 TEMPORARY EROSION CONTROL SEEDING. SEED EXTENT OF DISTURBED AREAS WITH EROSION CONTROL MIX. SEE SPECIFICATIONS.
- 4 EXISTING EDGE OF ASPHALT. PLANTINGS TO BE OFFSET FROM EDGE BY 3'. CONTRACTOR TO INSTALL V DITCH IN FIRST 3' OFF ASPHALT EDGE.
- 5 EXISTING IMPROVEMENTS AND UTILITIES TO REMAIN. PRESERVE AND PROTECT.

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	SIZE
PF	<i>Pinus flexilis</i> `Vanderwolf`'s Pyramid` / Vanderwolf`s Pyramid Pine	7-8` Tall
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE
BT	<i>Berberis thunbergii</i> `Cherry Bomb` / Cherry Bomb Japanese Barberry	1 gal
CA	<i>Calamagrostis x acutiflora</i> `Karl Foerster` / Feather Reed Grass	1 gal
H	<i>Hemerocallis x `Stella de Oro`</i> / Stella de Oro Daylily	1 gal
HS	<i>Helictotrichon sempervirens</i> / Blue Oat Grass	1 gal
PM	<i>Pinus mugo</i> `Compacta` / Dwarf Mugo Pine	5 gal
PT	<i>Potentilla fruticosa</i> `Tangerine` / Tangerine Potentilla	1 gal
SL	<i>Spiraea x bumalda</i> `Limemound` TM / Limeound Spiraea	1 gal



NOTES

1. CONTRACTOR TO CALL FOR LOCATE (811) AND COORDINATE WITH UTILITIES ON CIVIL PLANS DURING GRADING AND IRRIGATION INSTALLATION OPERATIONS. NOT ALL UTILITIES ARE SHOWN ON THIS PLAN.
2. CONTRACTOR TO GRADE IN V-DITCH IN FIRST 3' OFF OF ASPHALT EDGE. ALL PLANTS AND IRRIGATION TO BE OFFSET OF EDGE OF ASPHALT 3'.
3. SEE DRAWING NO. L-102.1 FOR GRADING.
4. CONTRACTOR TO PAINT LOCATION FOR CONCRETE MOW CURB FOR APPROVAL PRIOR TO INSTALL.

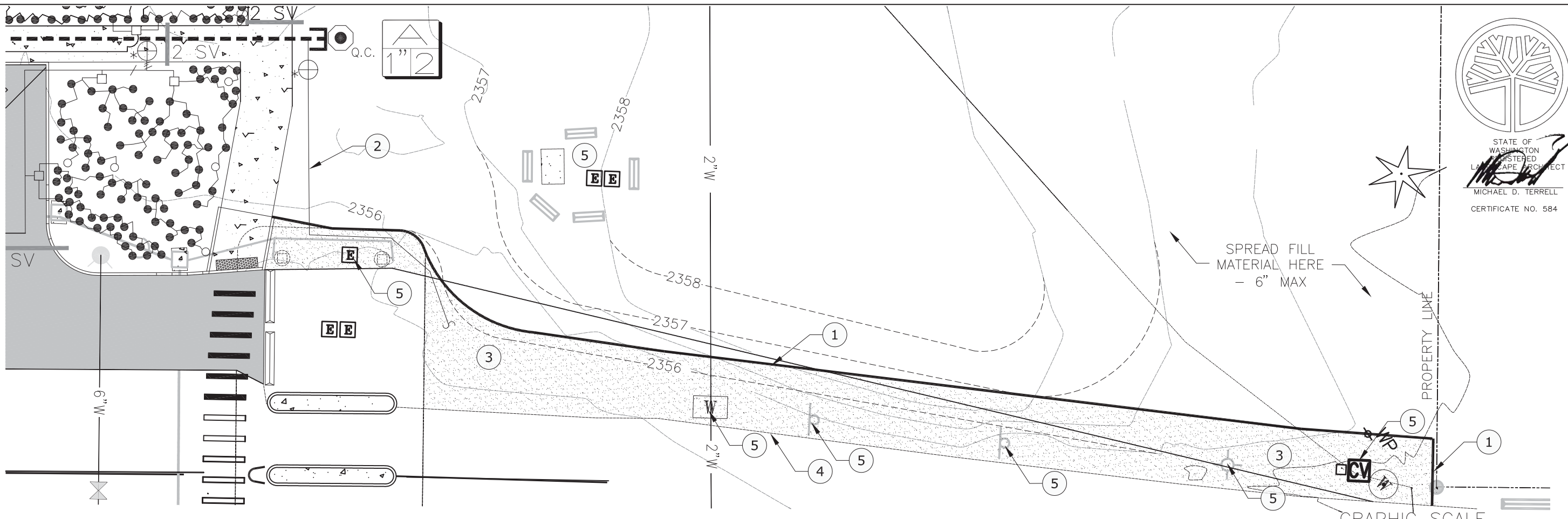
UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

MICHAEL TERRELL ■ LANDSCAPE ARCHITECTURE, PLLC
1421 N. MEADOWWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
PHONE (509) 922-7449

ALSC ARCHITECTS
PROJECT Parking Operations Building SIA Proj.
#13-25 Phase II
2013-063

ADDENDUM #1

DATE 3/6/15	DRAWN JLC	DWG. NO. L-101.1	JOB NO. 2013-025	REF. SHT. L-101
ADDITIONAL LANDSCAPING ALONG EXIT DRIVE				



A IRRIGATION & GRADING PLAN

IRRIGATION LEGEND

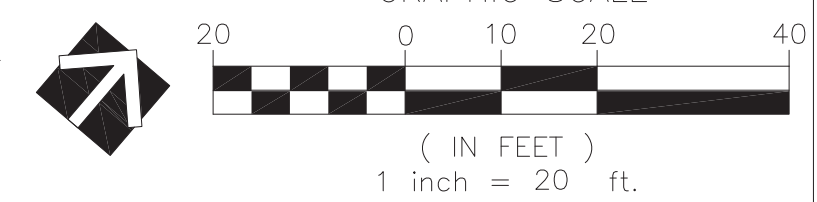
SYMBOL	PATTERN	MFG.	MODEL NO.	RAD/FLOW	OPERATING PSI	DETAIL NO.
TREES AND SHRUBS						
	DRIP IRRIGATION SEE PLANTING PLAN FOR PLANT AND EMITTER LOCATION	RAINBIRD	XB-05	.5 GPH	INSTALL 2 PER SHRUB, 3 PER TREE INSTALL FILTER ON VALVE	
EQUIPMENT						
SYMBOL	MFG	DESCRIPTION	MODEL NO.	DETAIL NO.		
	RAINBIRD	QUICK COUPLER	44NP	SHT L-103, #9		
	RAINBIRD	CONTROL VALVE	PEB	SHT L-103, #8		
	RAINBIRD	MODULAR PRESSURE REGULATOR PRS-DIAL		SEE NOTE #11		
	PROGRAM	CONTROLLER PROGRAMS				
	CONTROL VALVE SIZE / TOTAL GPM	A) TREES AND SHRUBS	B) GRASS			
	CAP END ON MAINLINE					

CALLOUTS

- 1 CONCRETE MOW CURB EDGING.
- 2 EXTEND LATERAL LINE TO PROVIDE IRRIGATION FOR EXIT DRIVE PLANTINGS.
- 3 INSTALL DRIP IRRIGATION PER THE IRRIGATION LEGEND TO PLANTINGS ALONG THE EXIT DRIVE. INSTALL 2 DRIP EMITTERS PER SHRUB AND THREE PER TREE.
- 4 EXISTING EDGE OF ASPHALT.
- 5 EXISTING IMPROVEMENTS AND UTILITIES TO REMAIN. PRESERVE AND PROTECT.

NOTES

1. CONTRACTOR TO CALL FOR LOCATE (811) AND COORDINATE WITH UTILITIES ON CIVIL PLANS DURING GRADING AND IRRIGATION INSTALLATION OPERATIONS. NOT ALL UTILITIES ARE SHOWN ON THIS PLAN.
2. CONTRACTOR TO GRADE IN V-DITCH IN FIRST 3' OFF OF ASPHALT EDGE. ALL PLANTS AND IRRIGATION TO BE OFFSET OF EDGE OF ASPHALT 3'.
3. NOTIFY LANDSCAPE ARCHITECT IF ROCK IS ENCOUNTERED DURING GRADING. INTENT IS TO ADJUST GRADING TO AVOID ROCK REMOVAL.

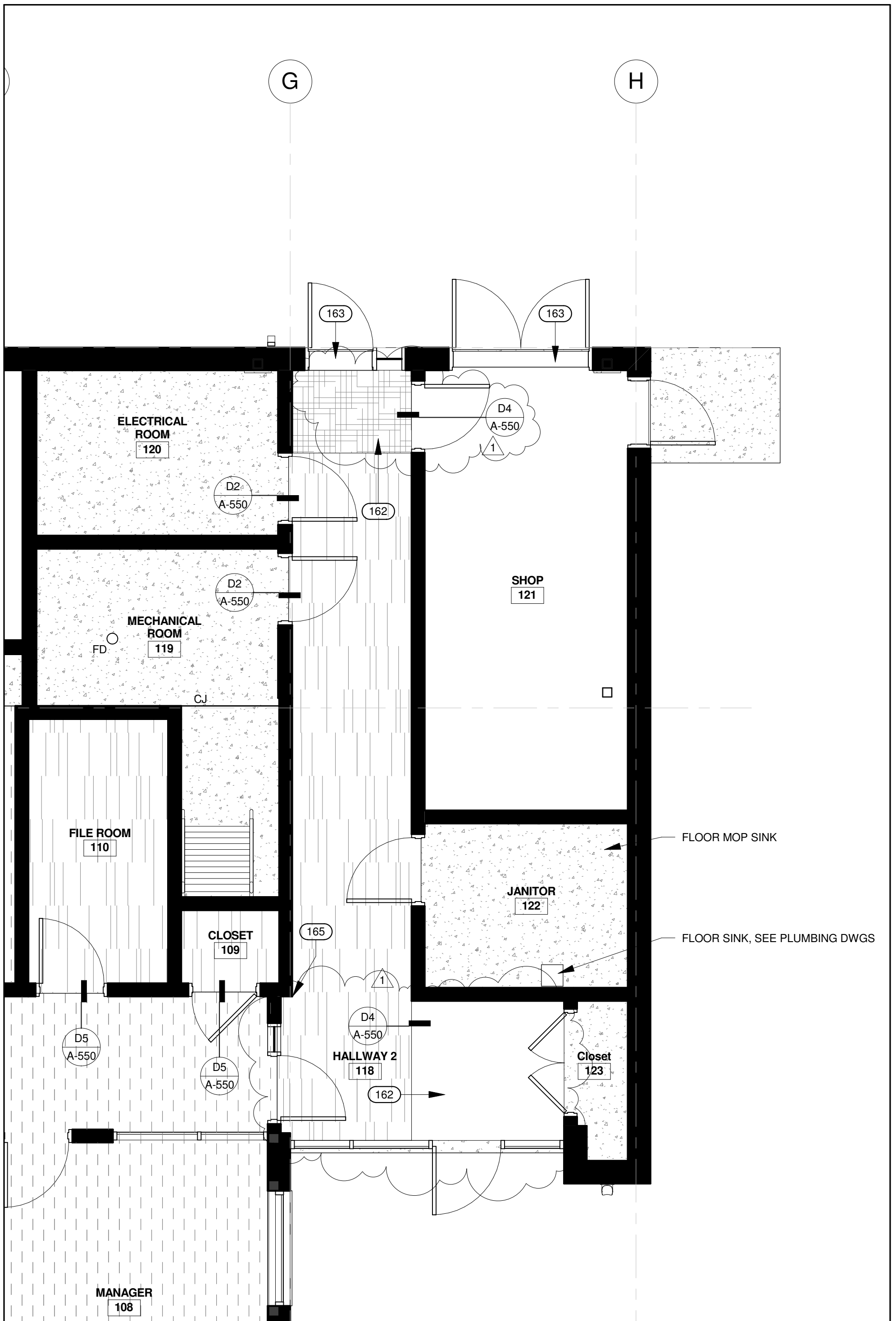


UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

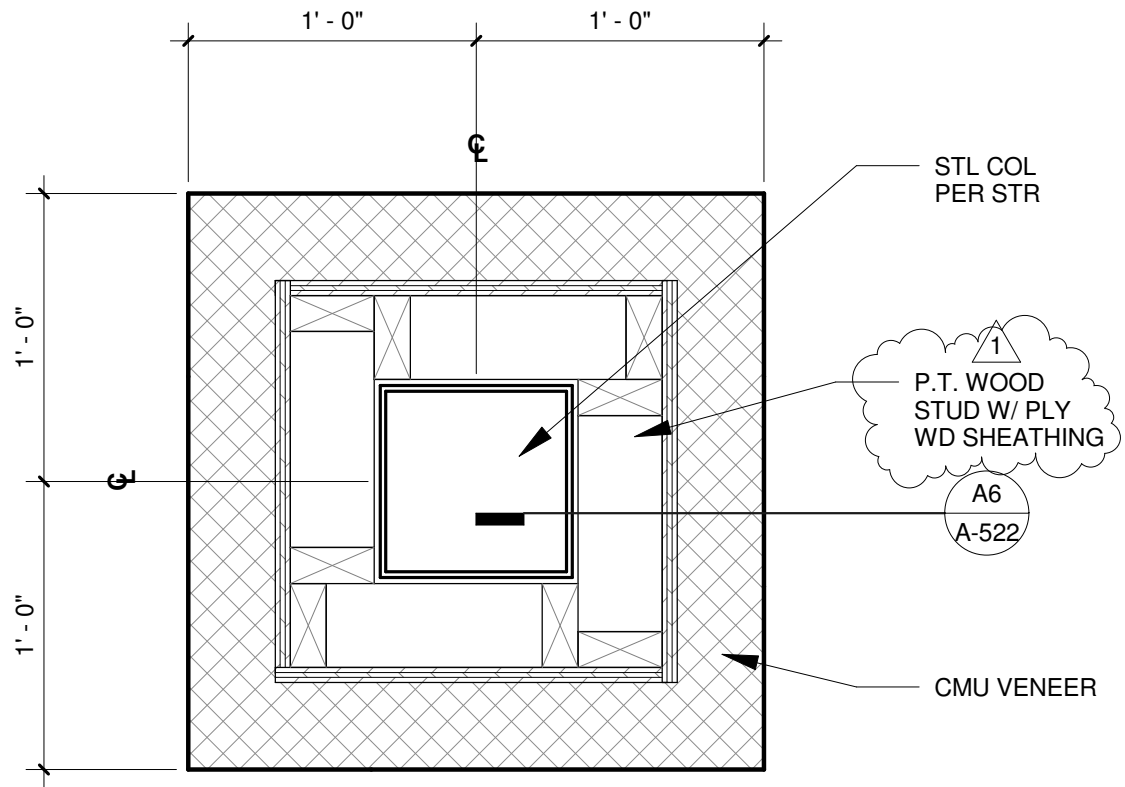
MICHAEL TERRELL ■ LANDSCAPE ARCHITECTURE, PLLC
1421 N. MEADOWWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
PHONE (509) 922-7449

ALSC ARCHITECTS
PROJECT Parking Operations Building SIA Proj.
#13-25 Phase II
2013-063

ADDENDUM #1				
DATE	DRAWN	DWG. NO.	JOB NO.	REF. SHT.
3/6/15	JLC	L-102.1	2013-025	L-102
ADDITIONAL IRRIGATION ALONG EXIT DRIVE				



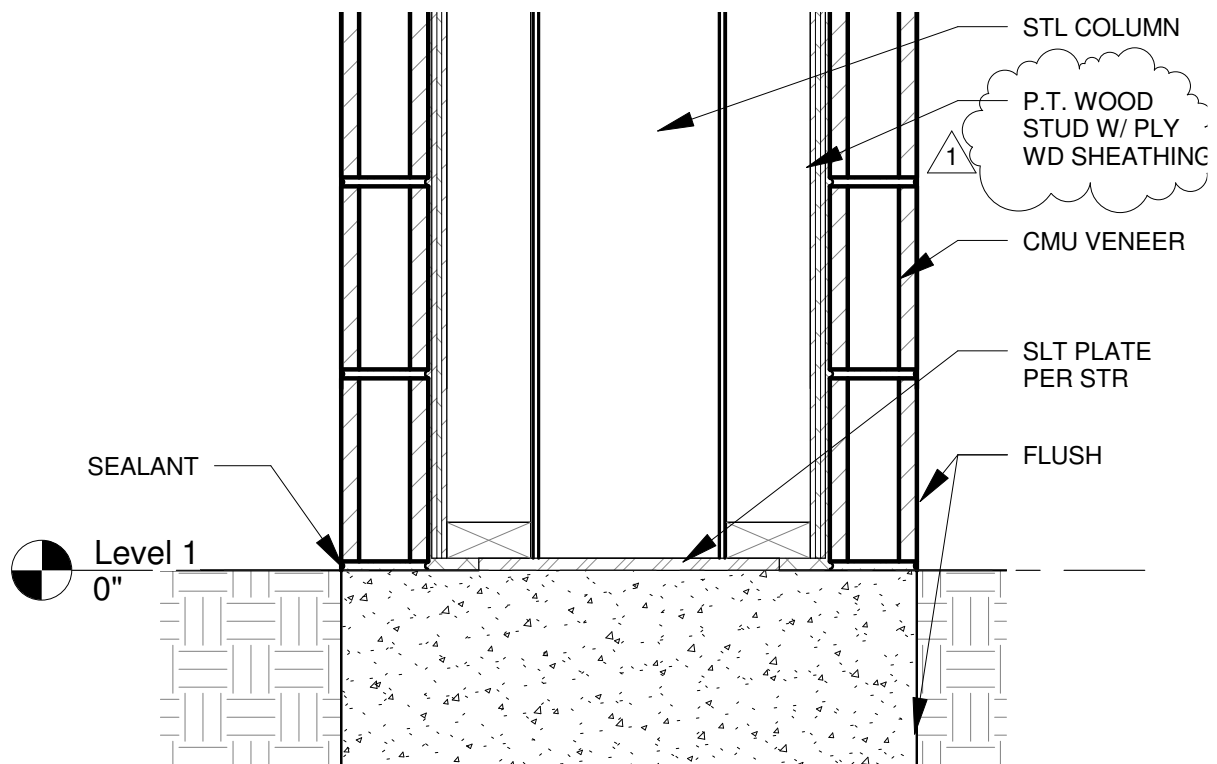
ALSC ARCHITECTS PROJECT Parking Operations Building SIA Proj. #13-25 Phase II 2013-063		ADDENDUM # 1			
		DATE 3/9/15	DRAWN KHR	DWG. NO. SK-1	JOB NO. 2013-063
DESCRIPTION ENTRY MAT REVISIONS					



B6

TYP COLUMN PLAN

SCALE : 1 1/2" = 1'-0"

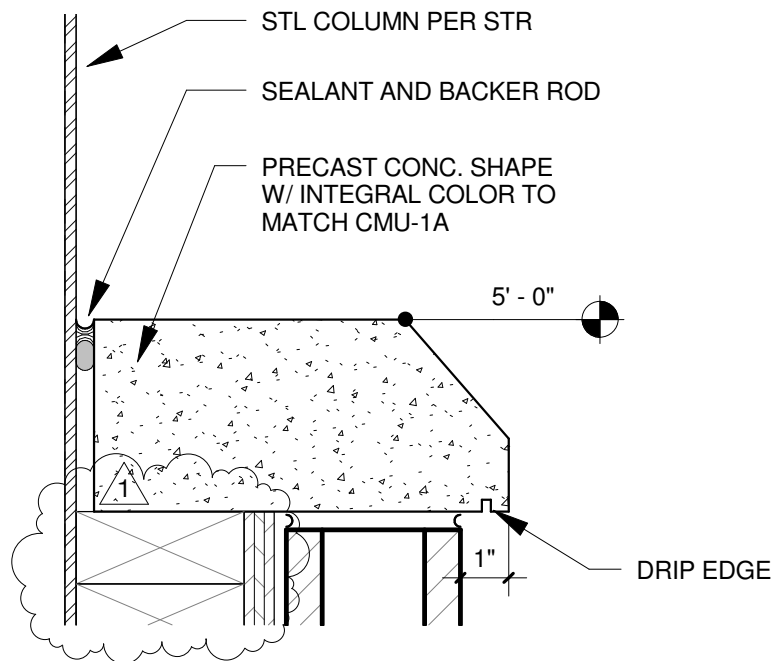


A6

COLUMN SECTION

SCALE : 1 1/2" = 1'-0"

	ADDENDUM # 1				
	PROJECT Parking Operations Building SIA Proj. #13-25 Phase II 2013-063	DATE 3-9-15	DRAWN KHR	DWG. NO. SK-2	JOB NO. 2013-063
DESCRIPTION COLUMN PIER REVISION					



D6

COLUMN CAP SECTION

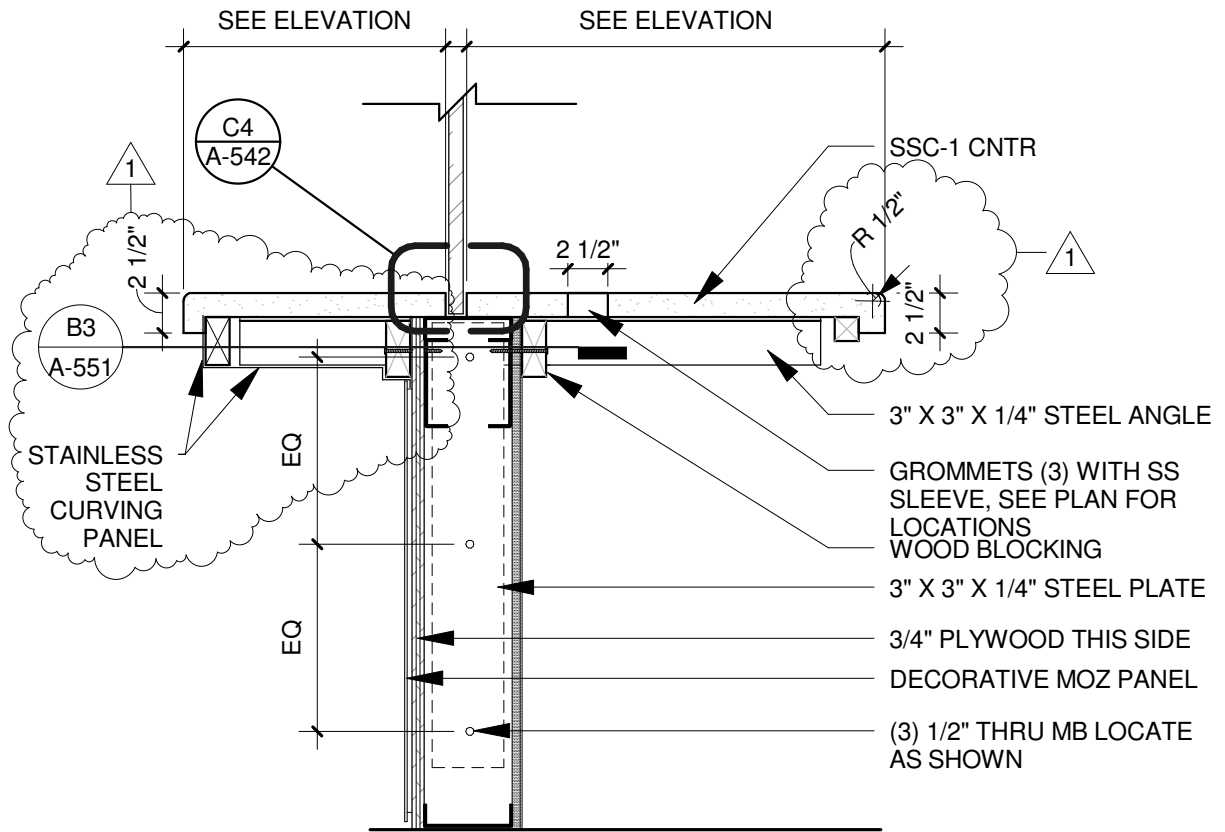
SCALE : 3" = 1'-0"

ALSC ARCHITECTS

PROJECT Parking Operations Building SIA Proj.
#13-25 Phase II
2013-063

ADDENDUM # 1				
DATE 3-9-15	DRAWN KHR	DWG. NO. SK-3	JOB NO. 2013-063	REF. SHT. A-522
DESCRIPTION COLUMN PIER REVISION				

ANGLE
PLATE
CATE



A3

COUNTER SUPPORT SEC

SCALE: 1" = 1'-0"

3

ALSC ARCHITECTS

PROJECT Parking Operations Building SIA Proj.
#13-25 Phase II
2013-063

ADDENDUM # 1

DATE 3-9-15	DRAWN EDW	DWG. NO. SK-4	JOB NO. 2013-063	REF. SHT. A-551
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DESCRIPTION
STAINLESS STEEL TRANSACTION COUNTER FLASHING



1875 N. Lakewood Drive, Ste.201
Coeur d'Alene, ID 83814

ELECTRICAL ADDENDUM

To contract provisions for:

SIA Parking Operations Building (Phase Two)
Job #13-25 - Bid Set 02.20.2015

(Trindera Engineering Project #13226)

THIS ADDENDUM DATED: March 06, 2015

TO ALL PLAN HOLDERS AND BIDDING CONTRACTORS:

The following modifications and clarifications and information are hereby made a part of the contract provisions and shall be fully binding. THIS ADDENDUM MUST BE ACKNOWLEDGED AND INCLUDED WITH THE CONTRACTOR'S BID.

MODIFICATIONS REQUIRED TO THE SPECIFICATIONS:

1. Specification section 28 23 00 2.5.B.2.d shall read "Manufacturer shall be LG or approved equal."

MODIFICATIONS REQUIRED TO THE DRAWINGS:

Sheet E0.12 – Electrical Schedules

1. Telecommunications Schedule: Type A height changed to "Wall Mounted, See Sheet E1.31", see attached.

Sheet E1.31 – Special Systems Plan

2. Added electric strike and weatherproof card reader as shown, see attached.
3. Changed diagrammatic location of doorbell and hands-free telephone, see attached.

CLARIFICATIONS TO THE DRAWINGS:

Sheet E1.31 – Special Systems Plan

1. Sheet Note 2 shall read: "Contractor to supply raceway, rough-in, 32" security monitors (see keynote 20), and cameras per specification."

ACCEPTANCE OF SUBSTITUTIONS


- NO REVISIONS

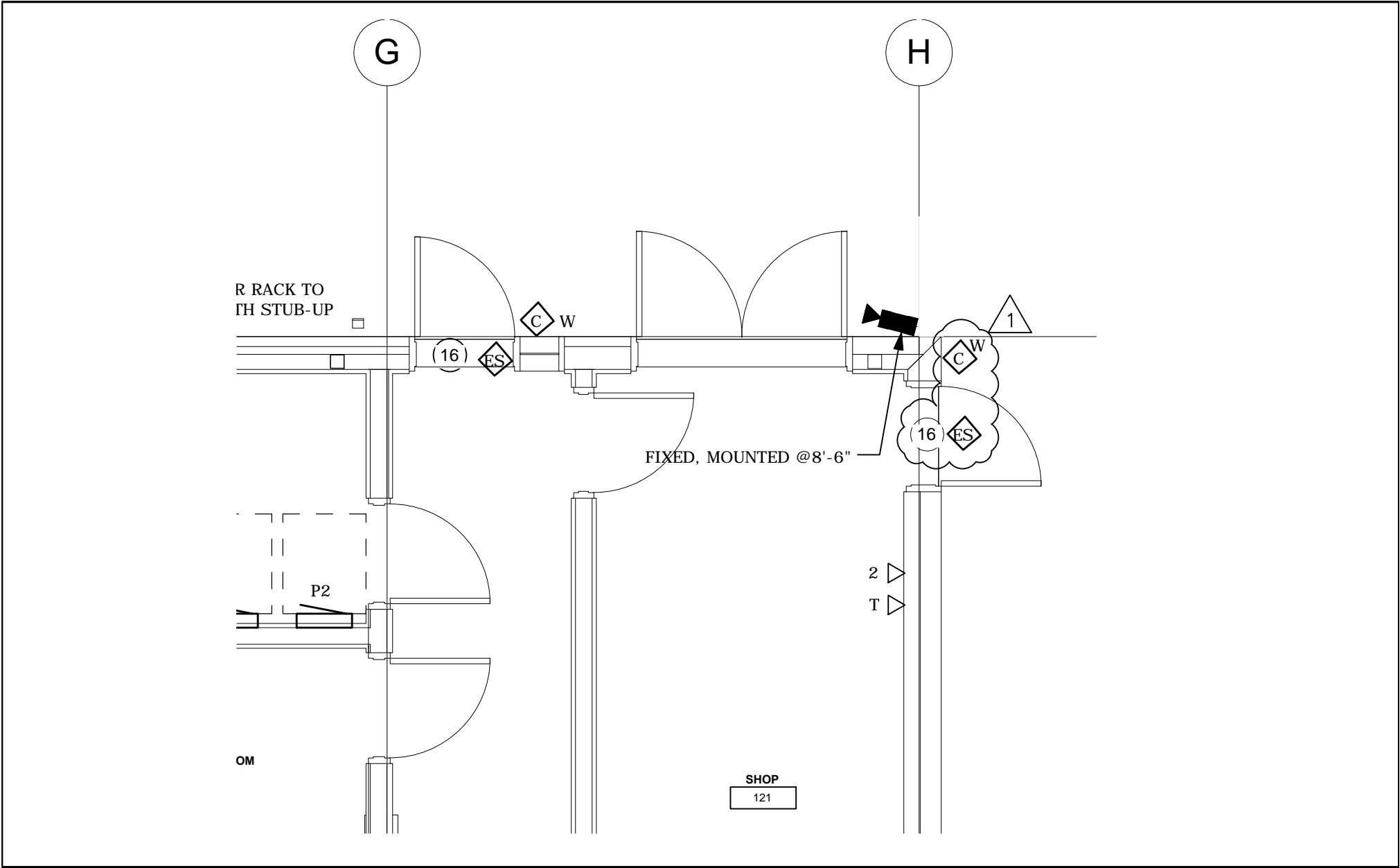
* * * END ELECTRICAL ADDENDUM NO.1 * * *

TELECOMMUNICATIONS OUTLET SCHEDULE

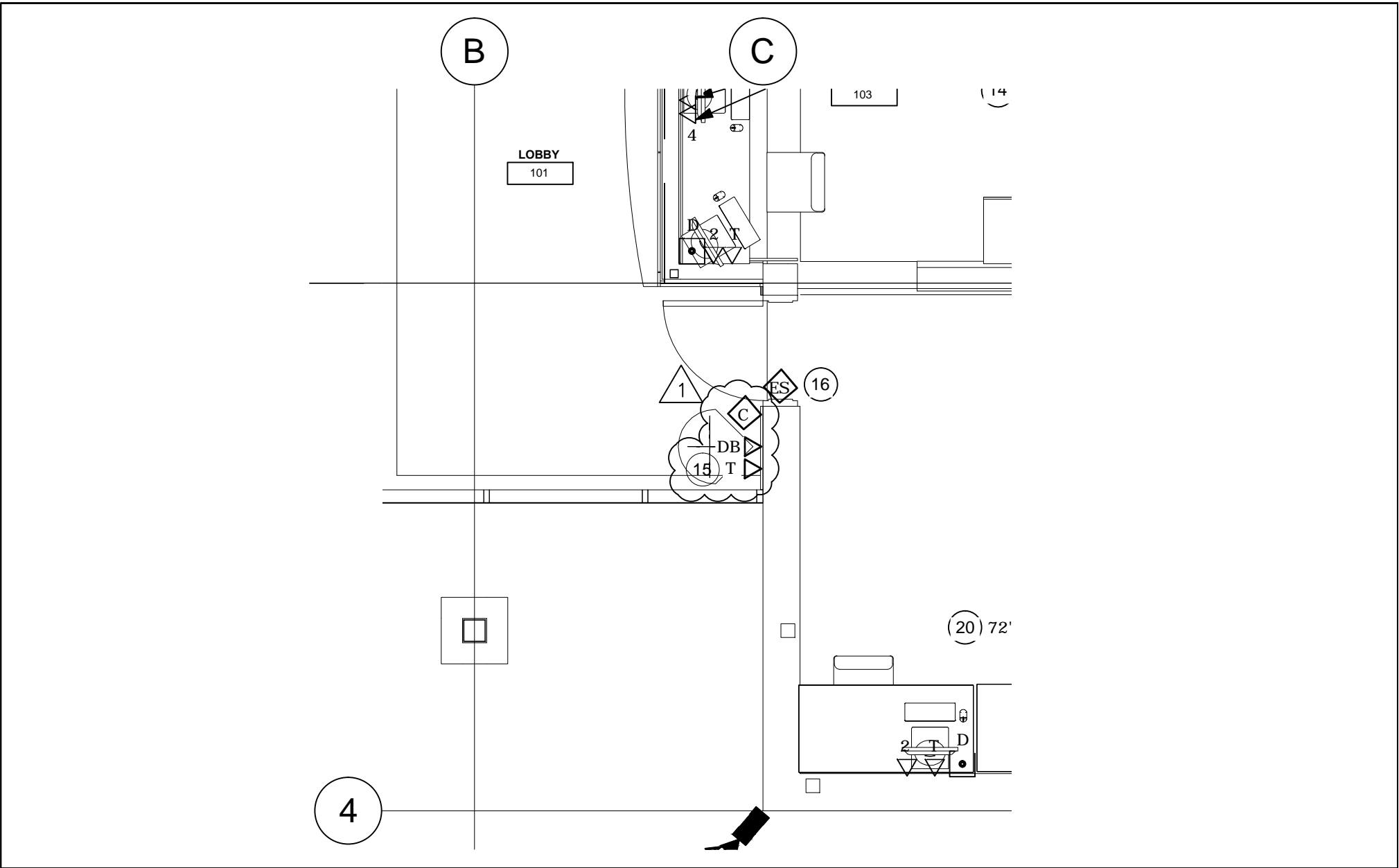
TYPE	A	HEIGHT	TERMINATIONS	NOTES
T	WALL/RECESSED	18" AFF UNLESS NOTED OTHERWISE	(1) CAT 5 (Phone)	PROVIDE 4" SQUARE BACKBOX WITH SINGLE-GANG MUDRING AND (1) 1" CONDUIT CONCEALED WITHIN WALL INTO NEAREST ACCESSIBLE CEILING SPACE WITH (1) CAT 5 CABLE. PROVIDE CABLE AND APPROVED CABLE MANAGEMENT SYSTEM FROM OUTLET BOX TO TELEPHONE MDF IN ELECTRICAL ROOM. COORDINATE MOUNTING HEIGHT WITH MILLWORK AND ARCHTECTURAL INTERIOR ELEVATIONS PRIOR TO COMMENCEMENT OF WORK. JACK TO BE WHITE IN COLOR.
2	WALL/RECESSED	18" AFF UNLESS NOTED OTHERWISE	(2) CAT 6 (DATA)	PROVIDE 4" SQUARE BACKBOX WITH SINGLE-GANG MUDRING AND (1) 1" CONDUIT CONCEALED WITHIN WALL INTO NEAREST ACCESSIBLE CEILING SPACE WITH (2) CAT 6 CABLES. PROVIDE CABLE AND APPROVED CABLE MANAGEMENT SYSTEM FROM OUTLET BOX TO DATA CABINET IN ELECTRICAL ROOM. COORDINATE MOUNTING HEIGHT WITH MILLWORK AND ARCHTECTURAL INTERIOR ELEVATIONS PRIOR TO COMMENCEMENT OF WORK. JACKS TO BE ORANGE IN COLOR.
4	WALL/RECESSED	18" AFF UNLESS NOTED OTHERWISE	(4) CAT 6 (DATA)	PROVIDE 4" SQUARE BACKBOX WITH SINGLE-GANG MUDRING AND (1) 1" CONDUIT CONCEALED WITHIN WALL INTO NEAREST ACCESSIBLE CEILING SPACE WITH (4) CAT 6 CABLES. PROVIDE CABLE AND APPROVED CABLE MANAGEMENT SYSTEM FROM OUTLET BOX TO DATA CABINET IN ELECTRICAL ROOM. COORDINATE MOUNTING HEIGHT WITH MILLWORK AND ARCHTECTURAL INTERIOR ELEVATIONS PRIOR TO COMMENCEMENT OF WORK. JACKS TO BE ORANGE IN COLOR.
4F	FLOOR/RECESSED	FLUSH IN FLOOR	(4) CAT 6 (DATA)	LOCATE IN FLOOR BOX WITH 120V POWER. PROVIDE (1) 1" CONDUIT CONCEALED WITHIN WALL INTO NEAREST ACCESSIBLE CEILING SPACE WITH (4) CAT 6 CABLES. PROVIDE CABLE AND APPROVED CABLE MANAGEMENT SYSTEM FROM OUTLET BOX TO DATA CABINET IN ELECTRICAL ROOM. PROVIDE SEPARATE CONDUIT FOR POWER AS REQUIRED. JACKS TO BE ORANGE IN COLOR.
A	WALL/RECESSED	WALL MOUNTED SEE SHEET E1.31	(1) HDMI	COMPOSITE VIDEO AND STEREO AUDIO INPUT TRANSMITTING DEVICE. HDMI INPUT TRANSMITTING DEVICE. MOUNT AT LOCATIONS AND HEIGHTS AS INDICATED ON DRAWINGS AND CONNECT TO PC VIA HDMI CABLE. PROVIDE (2) 1" CONDUIT CONCEALED WITHIN WALL INTO NEAREST ACCESSIBLE CEILING SPACE. SEE NETWORK DEVICE WIRING DIAGRAM FOR REQUIRED CABLES.
CATV	WALL/RECESSED	18" AFF UNLESS NOTED OTHERWISE	(1) RG6	PROVIDE 4" SQUARE BACKBOX WITH SINGLE-GANG MUDRING AND (1) 1" CONDUIT CONCEALED WITHIN WALL INTO NEAREST ACCESSIBLE CEILING SPACE WITH (1) RG 6 CABLE. PROVIDE CABLE HOME RUN TO CATV SYSTEM HEADEND. COORDINATE MOUNTING HEIGHT WITH MILLWORK AND ARCHTECTURAL INTERIOR ELEVATIONS PRIOR TO COMMENCEMENT OF WORK.
DB	WALL/RECESSED	48" AFF	(2) CAT6 (DATA)	(1) DOORBELL WITH RINGERS LOCATED LOCAL TO THE DOOR. PROVIDE (1) 1" CONDUIT CONCEALED WITHIN WALL INTO NEAREST ACCESSIBLE CEILING SPACE. SEE SHEET NOTES AND NETWORK DEVICE WIRING DIAGRAM FOR SPECIAL CONDITIONS AND REQUIRED CABLES.


NOTE: TERMINUS OF ALL CONDUITS BEING BROUGHT UP INTO ACCESSIBLE CEILING SPACE IS TO BE ON THE HORIZONTAL PLANE. PROVIDE 90 DEGREE ELBOW IF NECESSARY. PROVIDE NYLON/PLASTIC BUSHING AT CONDUIT END. SEE DIV 26 FOR PATHWAY SPECIFICATIONS.

	ADDENDUM #1					
	PROJECT	DATE	DRAWN	DWG. NO.	JOB NO.	REF. SHT.
	Parking Operations Building SIA Proj. #13-25 Phase II 2013-063	03/03/15	TJB	E0.12	2013-063	SC-13
DESCRIPTION ELECTRICAL SCHEDULES						



		ADDENDUM #1			
		PROJECT Parking Operations Building SIA Proj. #13-25 Phase II 2013-063	DATE 03/03/15	DRAWN TJB	DWG. NO. E1.31
DESCRIPTION SPECIAL SYSTEMS PLAN					



	ADDENDUM #1				
	PROJECT Parking Operations Building SIA Proj. #13-25 Phase II 2013-063	DATE 03/03/15	DRAWN TJB	DWG. NO. E1.31	JOB NO. 2013-063
DESCRIPTION SPECIAL SYSTEMS PLAN					